

RD1000197 – Contract

THIS Contract is made on 23rd DAY of October 2015

Between:

- (1) The Secretary of State for Education operating from Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT, acting through the National College for Teaching and Leadership ("**NCTL**"); and
- (2) The CfBT Education Trust operating from 60 Queens Road, Reading, RG1 4BS (registered charity number 270901). (**the "Provider"**)

It is agreed that:

1. The Secretary of State for Education operating from Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT will be acting through its executive agency, NCTL.
2. This form of agreement, together with the attached Schedules and appendices are the documents which collectively form the "**Contract**".
3. In the event of any conflict between the provisions of the clauses of this Contract, the provisions of the Schedules or Appendices, the following order of precedence shall apply:-
 - (a) the clauses of this Contract;
 - (b) Schedule 2 (Terms and Conditions) of this Contract;
 - (c) the requirement, as set out in Schedule 1 (The Specification) to this Contract;
 - (d) Schedules 3 to 13 to this Contract;
 - (e) any appendix to the relevant Schedule;
 - (f) the invitation to tender (appendix 10); and
 - (g) the Provider's Solution, as set out in Schedule 13 to this Contract.

This document has been executed on the date stated at the beginning of this Contract.

SIGNED by the PROVIDER acting by

Authorised Signatory

In the presence of

Witness signature

Occupation

Address

Date

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SIGNED by NCTL acting by

Position

Deputy Director

in the presence of

Witness signature

Occupation

Address

Strategic and Implementation Division
2nd Floor, Sanctuary Buildings
Great Smith Street
London SW1P 3BT

Date

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Schedule 1 The Specification

Programme background

- The Provider will be responsible for the delivery of a pilot nationally (within England) of a new programme to attract approximately 330 high-quality A level students to select maths- and physics-related degrees, and then to go into teaching.
- The A level grants programme (“the Programme”) presents an opportunity to engage with and recruit high-quality A level maths and physics students, to develop them into outstanding teachers who will remain in the profession and have a positive impact on children and young people.
- The Programme will recruit A level students as they make their degree choices, and provide them with training and school experience while they undertake their degree, with successful candidates receiving a guaranteed place on subsequent employment-based teacher training. Candidates will then go on to teach maths or physics for a further two years at least.

1. Programme principles

The Provider will be required to deliver a high-quality Programme, which will include but not be limited to:

- national delivery across England
- building cohorts which demonstrate a clear commitment to maths or physics teaching.
- developing a supportive package of additional experience and training in the undergraduate phase to develop teaching skills prior to starting the initial teacher training (ITT) year.
- recruiting 110 high-quality A level students¹ (to be “Candidates”²) per cohort (to a maximum of 3 cohorts) nationally. (A level students in this specification also includes mature applicants who have the relevant A levels at the appropriate grade, as the programme is not exclusively targeted at school age pupils).
- creating and maintaining a marketing and engagement strategy³, and marketing the Programme to schools from October 2015, and influencing degree choices of A level students before the UCAS deadline of 15 January 2016, and similarly for each subsequent cohort. (All marketing spend will be subject to NCTL sign-off.)
- quality-assuring, monitoring and evaluating the Programme.
- responding flexibly to any relevant policy developments during the lifetime of the Programme. Any changes to the service delivery/contract will be agreed through the Change Control procedures in Clause 14.
- delivering the Programme across a range of schools and locations which are representative of the recruitment challenges across the school system as a whole.
- proactively encouraging and promoting participation from a broad base of schools/students to ensure the Programme reaches areas of greatest need, such as schools in areas of disadvantage or which particularly struggle to recruit maths and physics teachers.

¹ High-quality A level students are deemed to be those achieving grade B or above in maths and/or physics or equivalent qualifications, e.g. International Baccalaureate Diploma.

² In this contract, an individual is referred to as a “student” if they are taking their A level (or equivalent). On applying individuals are referred to as an “applicant”, and if successful they are referred to as a “Candidate” for as long as they remain on the Programme.

³ See appendix 6. Finalised detailed plan to be submitted to NCTL within 4 weeks of contract signature.

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- ensuring that partnership working is effective, as this is fundamental to the successful development, delivery and viability of the Programme.
- attending monthly contract management meetings, and supplying management information (see Appendix 11) on the Programme to NCTL (frequency to be agreed).

Deferrals

The Provider will:

- ensure all Candidates are aware that deferrals will normally only be considered where a Candidate would be able to join a subsequent cohort to continue on the Programme, and still complete before the Programme end date.
- accept applications for deferral where Candidates have an unconditional offer on an acceptable degree course, only if the deferral allows the Candidate to join another of the Programme's 3 cohorts.
- require Candidates to confirm their place and complete the Grant Offer to the same schedule as other Candidates in their cohort.
- accept applications for deferral between undergraduate study and ITT for Candidates wishing to complete Masters and 4-year programmes.
- consider and refer all deferral applications to NCTL for decision.

2. Partnership

The Provider will:

- develop an early relationship between Candidates and schools in the undergraduate phase.
- establish and maintain strong working relationships with relevant subject associations, professional bodies and learned societies.
- work collaboratively across other STEM teacher supply programmes⁴ to identify potential benefits achievable through working in partnership.

3. The role of schools

The Provider will:

- build a dynamic, school-led programme in which a national network of accredited school-centred ITT providers (SCITTs) and teaching school alliances (TSAs) with outstanding maths and physics ITT take responsibility for regional teacher supply, supported and enabled by rigorous technical and logistical Provider expertise.
- match all Candidates to maths and physics roles in secondary schools, taking into account the locations of Candidates, travel and accessibility.
- ensure that, in an introductory period before their undergraduate course begins, Candidates receive information about the Programme and what activities will be undertaken/what is expected of them.
- manage Candidates' opportunities (with sub-Providers) to visit delivery and/or partner schools, what activities they undertake and how they will arrange their training plans.
- ensure sufficient numbers of schools in which Candidate training will take place to meet the Candidate numbers for each cohort⁵.

⁴ For example, the STEM Maths and Physics Chairs Programme.

⁵ This will require targeting schools with significant experience of delivering school-based ITT, especially teaching schools and networks of schools (including those in disadvantaged areas and those for whom recruiting maths and physics teachers is a challenge), to encourage creative deployment of participants, eg across schools. Schools delivering the Programme will

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- ensure that respective roles and responsibilities of the accredited ITT provider and delivery schools are set out in a formal partnership agreement which will also identify how the Provider will hold both these parties to account and has been agreed with NCTL. The quality of the partnership agreement will be crucial to the success of the partnership, and it should include but not be limited to as a minimum, details of:
 - which elements of the Programme are to be delivered by the Provider, the ITT provider, and the school.
 - arrangements for the distribution of funds between the partners, including the cost of the Programme delivery.
 - agreements with the partnership schools providing employment placements.
 - the roles and responsibilities of the school and the ITT provider, particularly with regard to assessment, quality assurance, subject knowledge training, and selection procedures.
 - how the ITT phase will comply with the ITT criteria⁶, balancing the teaching duties Candidates are able to take on and the arrangements for qualified teacher status (QTS).
- appoint 11 regional centres, each of which will:
 - have a proven track record of recruitment and a commitment to the aims of the Programme.
 - be a SCITT and teaching school with an extended TSA network.
 - have excellent maths and physics teaching, eg as an NCETM Hub.
 - have a record of innovation in maths and physics ITT, eg abridged, part-time or internship programmes.
 - have a strong track record of providing peer-led support for schools.
 - operate a network of local centres, each of which will:
 - have a proven track record of recruitment and a commitment to the aims of the Programme.
 - be a SCITT and teaching school with a diverse TSA network.
 - have a strong track record of providing peer-led support for schools.
- ensure regional centres:
 - coordinate the Programme within their region.
 - provide a Regional Coordinator, accountable for Programme delivery at regional level.
 - work with local centres to identify demand for maths and physics teachers and a medium-term pipeline of placements.
 - for the undergraduate phase:
 - hosting Selection Days.
 - broker undergraduate placements with local centres close to Candidates' universities.
 - coordinate and quality-assure local centres' programme delivery.
 - host and deliver additional training events.
 - for the ITT phase:
 - run a one-week, intensive pre-ITT programme.
 - Quality-assure local centres' delivery of the Programme's ITT.
 - for the post-ITT phase:
 - continue to support Candidates.
- complement each regional centre's SCITT's existing quality-assurance processes by maintaining a central database of performance of all Programme schools, including:
 - overall school quality and performance data;

be responsible for employing candidates as unqualified teachers during their training.

⁶ www.gov.uk/government/publications/initial-teacher-training-criteria

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- proportion of trainees achieving QTS, their outcome grades and employment rates; and
- details of referrals to regional centres of schools causing concern, for additional support.
- ensure local centres:
 - for the undergraduate phase, provide:
 - a ‘home school’ for Candidates studying at universities nearby.
 - maths and physics mentors to support Candidates.
 - for the ITT phase:
 - deliver the Programme’s ITT.
 - provide paid employment for Candidates in their school.
 - broker school placements to provide experience in a broad range of school contexts, including areas of disadvantage.
- quality-assure partner schools to ensure that Candidates receive the best possible to support.
- direct Candidates to disadvantages areas that face shortages in recruiting high-quality teachers by:
 - drawing upon regional centres’ knowledge and existing workforce planning to develop regional ‘heat maps’ of likely future staffing shortages and identify areas with low maths and physics attainment and high demand for maths and physics teachers.
 - using a system of ‘consultative placement’ to direct Candidates to those schools that most need their skills – so that Candidates see first hand the impact that exceptional teachers can have on young people in disadvantaged areas.
 - establishing Programme values that explicitly recognise the moral purpose of teaching.
 - having a contractual requirement that Candidates accept placements in those schools which most need them.

4. Pre-entry

Engaging with A level students

The Provider will:

- target high-quality A level students in time for them to consider this route when they make their degree choices via UCAS by January each year, including through engagement with information, advice and guidance (IAG) services.
- devise a robust strategy for assessing and selecting high-quality A level students who demonstrate both a commitment to and early potential for teaching⁷.
- create, within 4 weeks (maximum) of contract signature, eligibility criteria to the Programme in collaboration with NCTL which will clarify eligible A level standards, and which accredited degree courses are suitable for study.
- create and implement a code of conduct for Candidates on the Programme⁸.
- develop an outline of the grant offering.
- commence, within 4 weeks (maximum) of contract signature⁹, a recruitment campaign for the Programme, targeted primarily at sixth-formers (also considering others with the relevant qualifications).

⁷ This will be submitted to NCTL within 4 weeks of contract signature.

⁸ This will be submitted to NCTL before any applicants are accepted.

⁹ To be revised for subsequent cohorts at least 3 months before use.

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- devise, as part of the overall marketing strategy, specific marketing and engagement strategies to build on the wider benefits of teaching as well as the specific benefits of this Programme.
- as part of the overall marketing strategy, provide details to allow NCTL to maintain contact with unsuccessful applicants about alternative routes into teaching.

Identifying and attracting applicants

The Provider will:

- develop a consistent, transparent, fair and open recruitment process and marketing strategy¹⁰.
- combine recruitment approaches with the very best of the expertise in the ITT sector through consultation with partner schools.
- develop an approach for collecting and pursuing expressions of interest from potential applicants and schools/colleges.
- ensure a rigorous process for identifying the potential of applicants to become outstanding teachers, and encouraging them to apply for the Programme.
- report on progress in attracting applicants through monthly contract meetings.

Consistent, fair, open and transparent recruitment process

The Provider will design a bespoke recruitment campaign¹¹ for the Programme that:

- attracts sufficient suitably-qualified applicants to guarantee cohort quality.
- successfully manages selection to optimise retention rates.
- is designed and managed centrally by the Provider to ensure consistency.
- is administered regionally to guarantee fair and open access.
- is delivered in six stages, with telephone and email helpdesk functions available throughout to prospective applicants.
 - **Stage 1: Publication of eligibility criteria**
The Provider will:
 - within 4 weeks agree programme eligibility criteria with NCTL.
 - publish these on the Programme and 'Get into Teaching' websites with:
 - the programme values and competencies;
 - a detailed description of the application process; and
 - advice on how best to prepare for the selection days.
 - **Stage 2: Application via Programme website**
The Provider will gather:
 - applicants' demographic information;
 - additional support needs required under equality legislation;
 - first and second university/course preferences;
 - contact details for two school referees, including their maths/physics teacher; and
 - a personal statement demonstrating candidates' interest and commitment to teaching as a career and match with programme competencies and values.
 - **Stage 3: Application shortlisting**
The Provider will:
 - screen all applications.
 - distribute applications electronically to regional centre reviewers, where:
 - each personal statement will be assessed by two separate reviewers

¹⁰ This will be submitted to NCTL within 4 weeks of contract signature.

¹¹ This will be submitted to NCTL within 4 weeks of contract signature.

- using a scoring matrix based on the programme competencies and values; and
- the aggregate score, along with qualifications and references, will be recorded and used to shortlist applicants.
- **Stage 4: Selection Days**

The Provider will:

 - shortlist approximately 350 applicants per cohort.
 - arrange for shortlisted candidates to attend a selection day at their nearest regional centre.
 - ensure:
 - each regional centre hosts 2-3 selection days for each cohort, to accommodate shortlisted applicants;
 - interviews are conducted by regional and local centre staff; and
 - interviewers do not assess candidates from their own schools, for fairness.
 - quality-assure the selection process, and guarantee consistency, by attending all selection events.
- **Stage 5: Selection of candidates**

The Provider will:

 - produce a report ranking all applicants by their aggregate score and identifying their preferred university.
 - use the report to produce an offer list which balances candidate rankings and regional capacity.
 - ensure the list is verified by each regional centre before offers are made.
- **Stage 6: Communication of outcome**

The Provider will:

 - offer 110 Candidate places per cohort¹² on the Programme.
 - offer an additional three waiting list places in each region.
 - for successful applicants:
 - attach them to the regional centre nearest their chosen university;
 - send them an offer and welcome pack, copied to the Head of Department in their chosen university and their regional centre, containing:
 - acceptance letter;
 - details of regional centre and point of contact;
 - detailed programme information;
 - log-in details to Programme portal and online community;
 - funding deed to be returned to NCTL;
 - Programme requirements and Code of Conduct; and
 - invitation to summer orientation event at regional centre closest to their home.
 - for unsuccessful applicants:
 - notify them before any offers are made;
 - provide:
 - feedback on their application;
 - details of the appeals process; and
 - information about alternative routes into teaching.
- maximise fairness and transparency by using subject, course, university and regional recruitment data to:
 - track recruitment and applicant demographics; and
 - target marketing activities to encourage more applicants by subject, region and gender.

¹² To a maximum of 3 cohorts.

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- and report these statistics as part of management information to NCTL.

Assessment of applicants

The Provider will create rigorous and effective assessment and selection criteria that:

- will identify those applicants with the commitment, potential and aptitude to become outstanding maths or physics teachers.
- act as a publicly-available framework, communicating the calibre of Candidates and the value they will embody.
- include:
 - cognitive competencies and subject knowledge demonstrated through applicants' academic achievement level;
 - non-cognitive competencies, such as team working, motivation, resilience and problem solving, which differentiate outstanding teachers and leaders;
 - competencies critical to outstanding teaching plus those that indicate potential for growth, eg resilience, reflection, self-evaluation, ability to learn from mistakes; and
 - descriptors for each criterion to define threshold levels for programme entry and differentiate between 'average', 'good' and 'excellent' applicants.
- will underpin the three main activities at selection days:
 - **Observed group problem-solving exercise**
Applicants resolve a prioritisation problem while being assessed for interpersonal and analytical skills by two observers.
 - **Classroom role play**
Micro-lesson delivered to two assessors playing the role of students. Applicants will be able to select from a range of possible lesson themes before interview and receive guidance on an appropriate structure for delivery.
 - **Formal competency-based interview**
Interview using standardised questions based on Programme competencies and values.
- enable:
 - all activities to be scored on a 5-point scale by multiple assessors;
 - an aggregate score to be collated for each activity (with an overall score of 4.0 required to reach the entry threshold);
 - assessment panels to complete a composite evaluation form for each applicant, incorporating all available evidence, to return to central team; and
 - the Programme Director to ensure consistency of evaluations by sampling decisions.

Recognising the common challenges of ITT for many maths and physics candidates, the Provider will:

- target applicants with the ability to communicate their subject well and the interpersonal skills to enact effective classroom management strategies; and
- will provide additional support in these areas throughout the programme.

The Provider will provide:

- all materials and assessment protocols;
- a comprehensive online briefing for assessors;
- a team member to quality-assure all selection processes;
- detailed information to applicants before their selection day;
- a process and materials that recognise the relatively young cohort profile, to give applicants the best possible chance of performing well on the day.

5. Programme finances and grants

The Provider will:

- ensure and manage simple and clear governance controls for the management and distribution of funds, including those transferred to schools.
- develop clear guidance and agreements regarding the conditions around funding, principles of claw back and any potential tax implications for Candidates.
- be responsible for ensuring Candidates sign the funding deed documentation and manage the secure return to NCTL.
- be responsible for the disbursement of NCTL funding to Candidates, including managing potential claw back for any who leave the programme before completion.
- manage the grants, which will be funded by NCTL, paying Candidates in instalments of £5,000 per year for three years while they are taking their undergraduate degree¹³.
- develop systems to ensure robust assurance around the payment of the grants and to adopt best practice in line with government policy.
- ensure Candidates do an approved maths- or physics-related degree (and go on to teach maths of physics for three years) in order to receive (and retain) all of the £15,000 grant funding.
- not be financially liable in the event of funds having to be clawed back from Candidates.
- develop approaches to and systems for managing Candidate deferrals; and
- report on progress in managing Candidate grants through monthly contract meetings.

NCTL will have the right to review these arrangements periodically to ensure that they are sufficiently robust, including a “Readiness Review” before the first cohort begin.

6. Undergraduate phase

The Provider will:

- match Candidates to a 'home'¹⁴ school from the start of their degree course.
- keep Candidates engaged in the Programme and committed to teaching.
- prepare Candidates for their ITT year by providing a significant amount of school¹⁵ and teaching experience and training, including:
 - supervised teaching practice;
 - opportunities to tutor and mentor young people;
 - regular training (as set out in the table below); and
 - individual coaching against their personalised plan.
- ensure the additional training also prepares Candidates for a smooth transition to life in the classroom.

¹³ Note that the total funding remains the same for a Candidate should they opt for a 4-year course (ie a maximum of £15,000 in total per Candidate). Candidates may take a year out to study for a master's, but they would not receive any grant during this year.

¹⁴ Each regional centre will ensure that every candidate is allocated a home school within the regional network. This school will act as a consistent base for the candidate during their UG studies and provide access to a subject mentor.

¹⁵ In-school experience will be at Candidates' home school and a variety of other contexts, including areas of disadvantage.

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- empower Candidates through the Programme to act as ‘Campus Ambassadors’, promoting teaching to their peers, coaching Candidates on:
 - Why teach? Selling the benefits;
 - Starting the conversation: peer networking;
 - Identifying and overcoming barriers;
 - Leadership and emotional intelligence; and
 - Creating a personal action plan for advocacy.
- build a ‘cohort effect’ through the Programme, where Candidates share a common purpose, provide a mutual support and development network and strengthen each other’s commitment to teaching.
- deliver additional training model as set out minimally in table below
- use research on lessons learned or use previous experience of delivery in this area in order to access information on how to support undergraduates, and
- develop a strategy to provide appropriate and continuous support throughout the Programme, including strategies for problem solving and dispute resolution.

Table (additional delivery model)

	UG year 1	UG year 2	UG year 3
National events	<ul style="list-style-type: none"> • Induction • Orientation 	<ul style="list-style-type: none"> • Consolidation • Teacher Standards 	<ul style="list-style-type: none"> • Preparing to teach • Personal planning
Regional training	<ul style="list-style-type: none"> • Behaviour for Learning • Communication and motivation 	<ul style="list-style-type: none"> • Assessment for Learning • Effective use of data 	<ul style="list-style-type: none"> • Inclusion and learning for all • Planning for Learning
Local in-school experience	<ul style="list-style-type: none"> • Induction at local centre – September • Two 3-day immersions in local centre – Autumn and Spring terms 	<ul style="list-style-type: none"> • 8 in-school experiences linked to Teachers’ Standards (Part 1) 	<ul style="list-style-type: none"> • Action research project – Autumn term • Immersion week – post-final exams
Online Support	ONLINE Information Zones - Regional Zones - CPD Zone - News Zone - Learning Zone - Discussion Zones		

Any changes to proposed model will be agreed with NCTL first.

7. Initial teacher training phase

The Provider will:

- ensure Candidate ITT broadly follows the example of the School Direct (salaried)¹⁶ ITT model.
- offer, through SCITT partners, bespoke ITT, taking into account and building specifically on the 3 years of experience successful Candidates will have had, including:
 - bespoke training plans which recognise the significant preparation for teaching and in-school experience during the undergraduate phase, and fast-tracks achievement of QTS;
 - one-week intensive programme before ITT;

¹⁶ <https://getintoteaching.education.gov.uk/explore-my-options/training/school-direct-salaried>

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- local communities of practice with 2-3 other Candidates, using the principles of joint practice development; and
- online 'Teaching Excellence' modules, including research engagement and Lesson Study, and online seminars from leading educationalists.
- broker Candidates a guaranteed place¹⁷ on employment-based ITT.
- align the Programme to other teacher training pathways to ensure a consistent and robust approach to achieve the best possible outcomes.
- manage the clawback of funds from Candidates where appropriate.
- ensure that school-based mentors:
 - organise compliant teaching timetables for Candidates and assist with second school placements;
 - regularly review Candidates' portfolios against the Teachers' Standards, and support the training plan;
 - meet Candidates once a week to review and set targets, and discuss progress;
 - support Candidates in compiling evidence for final assessment;
 - observe Candidates regularly and ensure that they are observed by other members of the department and/or the senior leadership team;
 - conduct joint observations with the Regional Coordinator termly, to coincide with Provider quality-assurance visits if required; and
 - keep up-to-date with ITT developments and requirements.
- maintain oversight of quality and accountability for outcomes, particularly regarding candidates' experience.

8. Teaching phase

The Provider will:

- coordinate a school-led approach to deployment, based on demand from schools whilst also considering the preferences of the candidate.
- create a consistent model for assessment based chiefly on participants' ability to teach, but will also include completion of formal assignments and a range of independent study tasks matched to individual need. The Provider(s) will develop clear and detailed criteria for monitoring performance and assessing teaching and work through a variety of means.
- collect and maintain records of candidates' locations and progress through their 2 years of teaching post-ITT.
- manage the clawback of funds from candidates where appropriate.

9. Candidate support

Throughout the Programme, the Provider will:

- support Candidates through:
 - national and regional events to create cohort identity;
 - ensuring dedicated subject and pastoral support from a consistent school-based mentor;
 - oversight of their progress, including welfare and motivation, managed by candidate support manager;
 - online communities, message boards and helpdesk functions; and
 - an ongoing focus on career development and individual support

¹⁷ Subject to the Candidate passing a degree to an agreed standard, satisfying the ITT entry criteria, and demonstrating their ability to be a good teacher prior to graduation.

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requirements.

- ensure all Candidates receive a high-quality experience through:
 - enabling smooth transfer between and a consistent experience across all regions;
 - clearly-articulated values acting as a 'golden thread' through the Programme;
 - maintaining at least 6 annual 'touch points' between Candidates and the central Programme team;
 - regular training for regional centre coordinators to integrate Programme quality-assurance into the existing practices of each SCITT; and
 - hands-on involvement of the Programme team, regularly visiting all centres and providing a regular 'corporate presence' in participating schools.

Security of Data

Please submit a security plan that explains how you will ensure that departmental or personal data will be protected, including a risk assessment, within 30 days of contract award.

Consideration of a security plan

The QTP Security Plan, informed by CfBT's Cyber Essentials accreditation, will feature workstreams addressing Information Risk Management; Secure Configuration; User Roles; Incident management; Information Access; Mobile Devices and a Data Disposal Strategy.

Contract Term

Duration in months: an initial term of maximum of 108 months with possible potential extension of up to 12 month (or any part thereof) (subject to the continued support and funding by government and satisfactory delivery of the contract). The contract initial term is for 3 cohorts to September 2024.

Any deferralment by Programme Candidates will be limited to a period of less than 12 months, and only where Candidates are able to join a subsequent cohort.

The contract will cover the following elements;

- delivery of 2016/22 recruitment commencing October 2015.
- delivery of 2016/22 programme commencing August 2016 finishing July 2022.
- delivery of 2017/23 recruitment commencing September 2016.
- delivery of 2017/23 programme commencing August 2017 finishing July 2023.
- delivery of 2018/24 recruitment commencing September 2017.
- delivery of 2018/24 programme commencing August 2018 finishing July 2024.
- an exit period of up to 8 weeks at the Programme end. (Up to September 2024).

Schedule 2 Terms and Conditions

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1. INTERPRETATION

1.1 In this Contract, the following expressions will have the following meanings, unless inconsistent with the context:

“Area”	the geographical area within England in respect of which the Provider is appointed to provide the Services, as set out in Schedule 1 (The Specification).
“Associated Company”	any company which is, in relation to another company, its holding company or its subsidiary or a subsidiary of its holding company. “Holding company” and “subsidiary” will have the meanings attributed to them in section 736 and 736A of the Companies Act 1985 and section 1159 of the Companies Act 2006.
“Board” or “Project Board”	the board to be established by NCTL in accordance with Schedule 6 (Governance, Reporting and Change Control) to manage the relationship between NCTL and the Provider under this Contract.
“Board Member”	a person appointed to the Project Board by either of the parties hereto in accordance with Schedule 6 (Governance, Reporting and Change Control).
“Business Days”	Mondays to Fridays (inclusive) in each week, excluding bank and other public holidays in England.
“Candidate”	an individual who has been accepted onto the Programme, for as long as they remain on the Programme.
“Change”	as defined in the Change Control Procedure.
“Change Control Procedure”	the change control procedure specified in Schedule 6 for making changes to this Contract.

“Change Estimate”	as defined in the Change Control Procedure.
“Change Response”	as defined in the Change Control Procedure.
“Charges”	the fees subject to clause 3 payable to the Provider for the provision of any Services (the fees, if any, payable for those Services being described in, and / or calculated in accordance with, Schedule 3 (Financials and Invoicing) and / or the relevant Scoping Plan (as applicable)).
“Commercially Sensitive Information”	<p>is the information listed in Schedule 12.</p> <p>(a) which is provided by the Provider to NCTL in confidence for the period set out in Schedule 12; and/or</p> <p>(b) that constitutes a trade secret.</p>
“Confidential Information”	<p>any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all personal data and sensitive personal data within the meaning of the DPA. Confidential Information shall not include information which:</p> <p>(a) was public knowledge at the time of disclosure,</p> <p>(b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;</p> <p>(c) is received from a third party (who lawfully acquired it) without restriction as to its</p>

disclosure; or

(d) is independently developed without access to the Confidential Information.

“Consortium Member”	each member of the consortium (if any) established by the Provider in accordance with clause 9.1 , as may be amended pursuant to the provisions of clause 9 .
“Contract”	this written agreements between NCTL and the Provider, together with the attached Schedules and appendices.
“Contracting Authority”	any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015.
“Data Handling Schedule”	the applicable standard Data Handling Schedule of NCTL as referred to in clause 10 , as updated by NCTL from time to time, the current version of which is available at such other as NCTL shall nominate for this purpose from time to time, and the applicable version of which as at the Effective Date is set out in Schedule 10 (Data, Systems Handling and Security Schedule).
“Deed of Adherence”	a form of deed of adherence under which each Consortium Member shall covenant to the Provider and NCTL to adhere, so far as is applicable, to the obligations of the Provider under this Contract in either the form set out in Schedule 13 (The Provider’s Solution) or in any other form approved by NCTL in writing.
“Designated Information Systems”	any information systems notified to the Provider from time to time by NCTL which NCTL requires the Provider to use in connection with the Services.
"Dispute"	any dispute or difference between the Parties in respect of or arising out of this Contract.

“DOTAS”

the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

“Effective Date”

26th October 2015

“EIR”

the Environmental Information Regulations 2004 (SI2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

“Employment Liabilities”

all actions, proceedings, costs (including reasonable legal costs), losses, damages, fines, penalties, compensation, awards, demands, orders, expenses and liabilities connected with or arising from all and any laws including, without limitation, directives, statutes, secondary legislation, orders, codes of practice, contractual obligations and other common law rights whether of the European Union, United Kingdom or any other relevant authority relating to or connected with:

- (1) the employment and dismissal of employees (including their health and safety at work); and
- (2) the engagement, use and termination of

individuals other than employees who provide services (including their health and safety at work), and all wages, holiday pay and employment benefit costs due in respect of (1) or (2) above, including for the avoidance of doubt claims for protective awards.

“Exit Plan”

as detailed in **clause 39.2**.

“Extended Period”

as defined in **clause 12.1**.

“FOIA”

means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

“Force Majeure”

any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take reasonable preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

- (a) any industrial action occurring within the Provider’s or any of its Sub-Provider’s organisation, or otherwise involving the Provider Personnel; or
- (b) the failure by any Sub-Provider of the Provider to perform its obligations under any sub-contract.

“Good Industry Practice”

standards, practices, methods and procedures conforming to the law and the degree of skill and

care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

“Good Industry Standard”

the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

“Grants”

taxable sums paid to participants in instalments of £5,000 per year for a 3-year undergraduate degree administered by the Provider in accordance with **Schedule 3** (Financials and invoicing).

“Implementation Plan”

the plan and time schedule for the completion of the obligations of the Provider under this Contract as specified **Schedule 5** (Implementation Plan) as the same may be replaced by any subsequent more detailed plan and time schedule as the Parties may agree in writing from time to time.

“Initial Term”

the period from the Effective Date to 30 September 2024.

“Intellectual Property Rights”

patents, inventions, trade-marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade and / or business names, rights in confidential information and know how, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“IP Materials”

any materials used or developed for the purposes

of this Contract including any programme materials, guidance, papers and research data, results, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs.

- “IT Security Health Check”** means an assessment to identify vulnerabilities in IT systems and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.
- “Key Performance Indicators”** the key performance indicators in relation to the Services that the Provider is obliged to comply with, as set out in **Schedule 4** (KPIs, Service Levels and Service Credits).
- “Key Personnel”** any of the Provider Personnel identified as such in **Schedule 8** (Key Personnel) or otherwise identified as such by NCTL pursuant to **clause 15.11**.
- “Key Sub-Provider”** Any Sub-Provider identified as such in **Schedule 8** (Key Personnel and Key Sub-Provider) or otherwise identified as such by NCTL pursuant to **clause 15**.
- “NCTL Data”** as defined in **Schedule 10** (Data, Systems Handling and Security).
- “NCTL Notice of Change”** as defined in the Change Control Procedure in **Schedule 6**.
- “NCTL Project Manager”** the project manager appointed by the Provider from time to time in accordance with **Schedule 6** (Governance, Reporting and Change Control) for the day to day management of the Project.
- “NCTL Security Standards”** NCTL’s specification for Security that the Provider is required to deliver as set out in **Schedule 10** (Data, Systems Handling and Security Schedule).

- “NCTL IP Materials”** as defined in **clause 8.15**.
- “NCTL Trade Marks”** proprietary trade mark rights of NCTL including, but not limited to, those notified to the Provider by NCTL from time to time.
- “NCTL Premises”** any premises owned by, leased or hired to or otherwise controlled by NCTL, or which NCTL nominates as such by notice in writing to the Provider.
- “Occasion of Tax Non-Compliance”**
- (a) any tax return of the Provider submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
 - i. a relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - ii. the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
 - (b) any tax return of the Provider submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.

“Participants”	the individuals taking part in the Programme.
"Performance Monitoring Report"	the monthly report prepared by the Provider in accordance with Schedule 4 (KPIs, Service Levels and Service Credits).
"Performance Review Meeting"	the regular meeting between the Provider and NCTL to manage and review the Provider's performance under the Contract, as further described in Paragraph 1.8 of Schedule 4 (KPIs, Service Levels and Service Credits).
“Programmes”	NCTL programmes identified and described in more detail in the Requirement.
“Prohibited Act”	<p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:</p> <ul style="list-style-type: none">i. induce that person to perform improperly a relevant function or activity; orii. reward that person for improper performance of a relevant function or activity; <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;</p> <p>(c) an offence:</p> <ul style="list-style-type: none">i. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);ii. under legislation or common law

concerning fraudulent acts; or

iii. the defrauding, attempting to defraud or conspiring to defraud the Authority;

(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

“Project”	the performance by the parties of their respective obligations under this Contract.
“Project/Contract Manager”	NCTL Project Manager or the Provider Project Manager responsible for managing the Contract.
“Provider Notice of Change”	as defined in the Change Control Procedure.
“Provider Personnel”	the Provider’s employees, agents, consultants Sub-Providers and providers and/or those of any of the Provider’s Sub-Providers and Providers.
“Provider Project/Contract Manager”	the project manager appointed by the Provider from time to time in accordance with Schedule 6 (Governance, Reporting and Change Control) for the day to day management of the Project.
“Provider’s Software System”	the Provider’s software used in the provision of the Services.
“Provider’s Solution”	the Provider’s proposal submitted in response to the Invitation to Tender, attached at Schedule 13 (The Provider’s Solution).
“Quality Standards”	the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Provider would

reasonably and ordinarily be expected to comply with, and as may be further detailed in the Requirement.

“Quarter”

a three month period, the first of which shall commence on the Effective Date.

“Relevant Conviction”

a conviction for an offence involving violence or dishonesty, of a sexual nature or against minors, or for any other offence that is relevant to the nature of the Services.

“Requirement”

the description of Services and the manner in which the same are to be provided, set out in **Schedule 1** (The Specification).

“Returning Employees”

those persons agreed by the Parties to be employed by the Provider (and/or any sub-contractor) wholly or mainly in the supply of the Services immediately before the end of the Contract Period.

“Services”

the specific services described in the Requirement together with such of the following as may be required by NCTL from time to time:

- a) the delivery and provision of the Programmes;
and
- b) the development of training programmes .

“Services Commencement Date”

26th October 2015

“Service Failure”

any defect in or failure of all or any part of the Services which results in a failure to provide the affected Services in accordance with the Key Performance Indicators.

“Service Failure Log”

the hard copy and electronic version of the log created and maintained by the Provider as part of

the Services in accordance with the requirements of **Schedule 4** (KPIs, Service Levels and Service Credits).

“Service Period”

shall have the following meaning:

- (i) the first Service Period of this Contract shall begin on the Services Commencement Date and shall expire at the end of the calendar month in which the Service Commencement Date falls; and
- (ii) after the first Service Period of this Contract a Service Period shall be a calendar month during this Contract save that the final Service Period of this Contract shall commence on the first day of the calendar month in which the Contract expires or terminates and shall end on the expiry or termination of the Contract.

“Service Credits”

the service credits specified in **Schedule 4** which shall be payable to NCTL by the Provider in the event that the Service Levels are not met in respect of Services.

“Service Level”

the levels of service defined in **Schedule 4** a third party directly or indirectly contracted by the Provider (irrespective of whether such person is an Associated Company) whose services are used by the Provider (either directly or indirectly) in connection with the provision of the Services, and “sub-contract” shall be construed accordingly.

“Student”

an A level (or equivalent qualification) student, or a mature individual who has the relevant A levels (or equivalent qualification) at the appropriate grade.

“Sub-Provider”

individuals, companies, partnerships or other persons as members of a proposed or existing consortium appointed by the Provider to assist the Provider in carrying out its obligations under this

Contract as Sub-Providers to the Provider, subject to compliance with the provisions of **clause 18**.

“Year of this Contract”

the period from the Effective Date to 12 months following the Services Commencement Date and each successive period of 12 months during the continuance of this Contract (or such shorter period as is the period from the end of the penultimate Year of this Contract, or the Effective Date, (as applicable) to the date of its expiry or termination).

- 1.2 The following notes of construction and interpretation apply to each and every part of this Contract:
- 1.2.1 references to a statute or statutory provision shall, unless the context otherwise requires, include a reference to that statute or statutory provision as from time to time amended, modified, extended, re-enacted or consolidated and all statutory instruments or orders made pursuant to it whether replaced before or after the date of this Contract which are in force prior to the date of this Contract.
 - 1.2.2 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture.
 - 1.2.3 the expression “Party” means a party to this Contract and “Parties” means both parties to this Contract.
 - 1.2.4 the words “include”, “includes”, “including” and “included” will be construed without limitation unless inconsistent with the context.
 - 1.2.5 the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require.
 - 1.2.6 any reference in this Contract to a clause, Schedule or Appendix is a reference to a clause, Schedule or Appendix of this Contract and references in any Schedule or Appendix to clauses relate to the clauses in that Schedule or Appendix.
 - 1.2.7 the clause headings are included for convenience only and shall not affect the interpretation of this Contract.

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- 1.2.8 the Schedules, Appendices and recitals form part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract includes the Schedules, Appendices and recitals.

2. THE SERVICES

Programme delivery

- 2.1 The Provider shall provide the Services in accordance with the Requirement and undertake and be responsible for all obligations of the Provider in respect of the Services identified in the Specification, provided that the Provider shall not in any way be responsible or liable under this Contract for a failure to deliver the Services in accordance with its obligations under this Contract in so far as such failure arises as a result of a failure of NCTL to comply with its obligations under this Contract.
- 2.2 The Provider shall be responsible for the provision of the Programmes in the Area. NCTL reserves the right at all times to appoint other providers for the Programmes in the Area.

Other services and obligations

- 2.3 Additionally, NCTL may from time to time request the provision of discrete elements of the Services by notice in writing to the Provider which the Provider shall then provide in accordance with the terms of this Contract. NCTL's request shall specify its required time for performance, if relevant.
- 2.4 The Provider shall in performing its obligations under this Contract:
- 2.4.1 conform to the requirements of the Requirement and the Provider's Solution (to the extent such of the Provider's Solution remains relevant), or as otherwise agreed in writing between the Parties.
 - 2.4.2 carry out and complete the Services in a proper professional manner (taking account of the standards of a reasonably proficient practitioner) and in conformity with all reasonable directions and requirements of NCTL (including in connection with the provision of leadership development and courses using resources and materials and following formats and guidelines specified by NCTL from time to time);
 - 2.4.3 comply with Good Industry Practice;

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- 2.4.4 ensure that the Services are provided by competent and appropriately trained personnel approved in writing by NCTL;
- 2.4.5 comply with the Quality Standards;
- 2.4.6 comply with the Key Performance Indicators;
- 2.4.7 comply with the Implementation Plan;
- 2.4.8 make use of any Designated Information Systems in accordance with and subject to any licence terms notified in writing to the Provider by NCTL from time to time (provided that NCTL shall provide the Provider with at least 14 (fourteen) days written notice of any such licence terms prior to being required to comply with the same) and in accordance with the Requirement, but only for the purposes of performance of the Services. Further, in connection with its use of any Designated Information Systems the Provider shall keep secure and not disclose to any third party the log-in, password and any other security measures provided to it in relation to its use of any Designated Information Systems and shall, without prejudice to the generality of this **clause 2.4.8** and the provisions of **Schedule 10**, comply with all information security policies and guidelines from time to time notified to it by NCTL;
- 2.4.9 in so far as is reasonably practicable, comply with any policies and procedures adopted by NCTL from time to time within 14 (fourteen) days of the same being brought to the attention of the Provider in writing by NCTL; and
- 2.4.10 comply with applicable law and any applicable codes of practice or governmental regulation. Without prejudice to the generality of the foregoing, the Provider shall:
 - 2.4.10.1 proactively monitor its compliance with all relevant legislation and notify NCTL of any legislative changes which shall impact upon the Provider's obligations in relation to the provision of the Services;
 - 2.4.10.2 adopt and maintain safe operating systems of work and appropriate safety policies in order to protect the health and safety of its personnel, employees of NCTL, the Participants and all other persons including members of the public;
 - 2.4.10.3 comply with all safety, security, acceptable use and other

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policies of NCTL from time to time notified to it and procure that the Provider Personnel also so comply;

2.4.10.4 comply with all relevant health and safety legislation; and

2.4.10.5 comply with all relevant disability discrimination legislation.

- 2.5 NCTL may in connection with this Contract provide data and materials to the Provider and access to systems and databases (including any Designated Information Systems), for the purposes of providing the Services. Without prejudice to the foregoing and subject to **clause 2.4.8**, the Provider may use the same but only to the extent necessary to enable the Provider to provide the Services.
- 2.6 NCTL cannot and will not guarantee to the Provider any volume of work under this Contract.
- 2.7 All equipment and other property brought onto NCTL Premises shall be at the Provider's own risk and NCTL shall have no liability for any loss of or damage to any such equipment and property unless the Provider is able to demonstrate that such loss or damage was caused by the negligence of NCTL.
- 2.8 Any land or NCTL Premises made available from time to time to the Provider by NCTL in connection with this Contract shall be made available to the Provider on a non-exclusive licence basis free of charge and shall be used by the Provider solely for the purpose of performing its obligations under this Contract. The Provider shall have the use of such land or NCTL Premises as licensee and shall vacate the same on completion, termination or abandonment of this Contract or the task in respect of which such land or NCTL Premises was made available. The Parties agree that there is no intention on the part of NCTL to create a tenancy of any nature whatsoever in favour of the Provider or any of the Provider Personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Contract, NCTL retains the right at any time to use any NCTL Premises in any manner it sees fit.

Step-in Rights

- 2.9 The parties shall comply with the provisions of **Schedule 9** (Step-in Rights) in relation to Step-in.

3. CHARGES

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- 3.1 Except where otherwise expressly stated in this Contract, and except for the payment of the Grant, the only charges to be paid by NCTL for the performance by the Provider of its obligations under this Contract shall be the Charges, which shall be inclusive of all costs and expenses incurred by the Provider in the performance of such obligations.
- 3.2 In consideration for the provision of the Services NCTL shall pay the Charges in accordance with the **Schedule 3** (Financials and Invoicing), subject to receipt of correct invoices being issued by the Provider.
- 3.3 The Provider shall not be entitled to increase the Charges or the Grants or any rates identified in **Schedule 3** (Financials and Invoicing) throughout the Initial Term and until the end date of any Extended Period or such earlier date of termination or partial termination of the Contract in accordance with the Law of the Contract.
- 3.4 NCTL shall not be responsible for paying the Provider for the delivery of the Programmes other than payment of the Charges and the Grants as specified in this **clause 3** and **Schedule 3** (Financials and Invoicing).
- 3.5 Payment of the Charges by NCTL shall be without prejudice to any rights NCTL may have by reason of any Services, or any part thereof, failing to comply with any provision of this Contract and any breach by the Provider of this Contract shall not be deemed to be accepted or waived by NCTL by reason of such payment.
- 3.6 NCTL reserves the right to deduct from or offset against any monies due or becoming due to the Provider under this Contract (including the Charges) any monies due from the Provider under this Contract or otherwise under any other agreement or account whatsoever.
- 3.7 If any sum properly due and payable under this Contract is not paid when due then the Party entitled to receive such sum shall be entitled to charge interest on that sum from the due date until payment is made in full, both before and after any judgment, subject to interest at the rate of a maximum of 3% above the base rate from time to time of Barclays Bank plc. The Parties agree that this **clause 3.7** is a substantial remedy for late payment of any sum payable under this Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998. The Provider shall not, in the event of

late payment or for any other reason (except to the extent set out in **clause 24**), be entitled to suspend performance of the Services or any of its other obligations under this Contract.

4. AUDIT AND MONITORING

- 4.1 NCTL (or its authorised representatives) shall be permitted to visit any premises of the Provider, any Consortium Member or any other premises at which the Services (or any part of them) are being or are to be performed to ascertain that the Provider is conforming in all respects with its obligations arising under or in connection with this Contract and otherwise to monitor and quality assure the provision of the Services, subject to NCTL giving reasonable notice to the Provider and any visit taking place during Normal Working Hours, or such other hours during which any of the Services are being provided. During such visits, NCTL shall be entitled to inspect and take copies of such of the records of the Provider and any Consortium Member as relate to their performance of obligations arising under or in connection with this Contract. Where NCTL reasonably considers that any provision of this Contract is at risk of not being complied with it may, notwithstanding and without prejudice to any other right or remedy that it may have under this Contract or otherwise:
- 4.1.1 require the Provider to produce a plan of remedial action in order to remedy or remove such risk, which shall be subject to the approval of NCTL (not to be unreasonably withheld) and which, once approved, the Provider shall implement; and
 - 4.1.2 monitor, supervise, direct and / or guide the Provider's provision of the Services until NCTL reasonably considers that any such risk has been remedied or removed. The Provider shall cooperate at all times with NCTL in this regard.
- 4.2 Without prejudice to the generality of **clause 4.1**, if the Provider fails to comply with any provision of this Contract or the Provider fails to supply any of the Services in accordance with the provisions of this Contract and such failure is capable of remedy, then NCTL may instruct the Provider to remedy the failure and the Provider shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 21 (twenty one) days or such other greater period of time as NCTL may direct.

- 4.3** Without prejudice to the generality of **clause 4.1** and the provisions of the Implementation Plan, NCTL shall be entitled to review from time to time the progress of the Provider against the Implementation Plan. The Provider shall cooperate with NCTL in this regard and provide any information and evidence reasonably required by NCTL. NCTL shall be entitled to instruct the Provider to take appropriate remedial action where NCTL reasonably considers that the Implementation Plan is not being complied with or is at risk of not being complied with and the Provider shall take such remedial action.

5. COLLABORATIVE OBLIGATIONS

- 5.1** Where NCTL requests, the Parties shall during the continuance of this Contract work together on a collaborative basis to develop resources, materials and programmes in connection with the Programme(s). In particular and in furtherance of the purposes of this Contract, the Parties may:

5.1.1 exchange research findings, publications, academic teaching resources and other written materials in their possession which relate to the Programme(s);

5.1.2 develop collaborative research programmes in the Programme(s); and

5.1.3 organise joint academic activities in the Programmes(s) including meetings, seminars, symposia or lectures, and conferences.

- 5.2** Save as expressly stated to the contrary elsewhere in this Contract, nothing in this Contract:

5.2.1 prevents or is intended to prevent either Party from collaborating or otherwise co-operating in the Programme(s) with any other person;

5.2.2 obliges or is intended to oblige a Party to disclose to the other all or specific materials in its possession relating to the Programme(s); or

5.2.3 is to be construed as an obligation on either Party to enter into any further agreement relating to any collaboration between the Parties.

6. ADDITIONAL PROVIDER OBLIGATIONS

- 6.1** In particular and in furtherance of the purposes of this Contract the Provider shall:

6.1.1 Keep NCTL up to date with all progress in relation to the Services on a monthly basis and in such detail and format as is reasonably required by NCTL;

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- 6.1.2 Attend meetings at NCTL's Premises to discuss the Services and events held by NCTL from time to time, as and when reasonably requested by NCTL;
- 6.1.3 Provide NCTL with such baseline data and information as may be requested by NCTL in order for NCTL to monitor and analyse the provision of the Services including conducting comparative reviews against other service providers;
- 6.1.4 Comply with the reporting and governance requirements set out in **Schedule 6** (Governance, Reporting and Change Control); and
- 6.1.5 Undertake any other activities reasonably required by NCTL in connection with the Services.

7. NCTL'S OBLIGATIONS

- 7.1 In particular and in furtherance of the purposes of this Contract NCTL shall:
 - 7.1.1 comply with its responsibilities set out in **Schedule 7** (NCTL's Obligations)
 - 7.1.2 exchange with the Provider research findings, publications, academic teaching resources and other written materials in its possession which relate specifically to the Services;
 - 7.1.3 provide a Project Manager who will be the point of contact between NCTL and the Provider during the term of this Contract; and
 - 7.1.4 work with the Provider in a "spirit of collaboration" in furtherance of the objectives of this Contract.

8. INTELLECTUAL PROPERTY

- 8.1 All Intellectual Property Rights in IP Materials:
 - 8.1.1 furnished to or made available to the Provider by or on behalf of NCTL (the "NCTL IP Materials") shall remain the property of NCTL; and
 - 8.1.2 prepared by or for the Provider on behalf of NCTL in connection with the Contract the "Service Specific IP Materials" and, together with NCTL IP Materials, the "Programme IP Materials"), shall belong to NCTL.
- 8.2 Without prejudice to **clause 8.17**, the Provider shall not, and shall ensure that the Provider Personnel shall not, (except when necessary for the performance of this Contract) without prior written approval of NCTL, use or disclose the

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Programme IP Materials or any Intellectual Property Rights in the Programme IP Materials for any purpose.

- 8.3 The Provider hereby assigns to NCTL or undertakes to procure the assignment to NCTL of all Intellectual Property Rights which may subsist in the Service Specific IP Materials. This assignment shall be given with full title guarantee, shall take effect on the Effective Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by or on behalf of the Provider and shall include, without limitation, an assignment to NCTL of all rights arising in the United Kingdom and throughout the world for the whole term of protection together with the right to sue for damages and other remedies for infringement occurring prior to the date of assignment. The Provider shall execute all documentation and do all other acts requested by NCTL and necessary to execute and perfect this assignment and to otherwise evidence NCTL's ownership of such rights.
- 8.4 The Provider shall waive or procure a waiver on an irrevocable and unconditional basis of any moral rights subsisting in copyright produced by or in connection with this Contract or the performance of this Contract.
- 8.5 In the event that the Provider cannot procure an assignment by a third party of certain Intellectual Property Rights which may subsist in the Service Specific IP Materials in accordance with clause 8.3, the Provider shall use its reasonable efforts to procure that the third party owner of any Intellectual Property Rights that are or which may be needed to use and receive the full benefit of the Programme IP Materials [and NCTL Data] grants to NCTL a non-exclusive licence or, if itself a licensee of those rights and is able to do so under the terms of its licence, shall grant to NCTL an authorised sub-licence, to use, reproduce, modify, develop and maintain the Service Specific IP Materials and the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty free and irrevocable and shall include the right for NCTL to sub-license, transfer, novate or assign (in whole or in part) to other Contracting Authorities, the New Service Provider or to any other third party supplying services to NCTL. The Provider shall in any event notify NCTL of any third party Intellectual Property Rights to be used in connection with this Contract prior to the use of the same in connection with this Contract or the creation or development of the Service Specific IP Materials.

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- 8.6 The Provider shall not be required to provide any licence to NCTL in respect of the Provider's Software System other than to the extent and on the terms required by **clause 8.7**.
- 8.7 The Provider shall procure that any third party owner of the Provider's Software System grants to NCTL a licence to use the Provider's Software System on similar terms to that granted to the Provider for the duration of the Contract and for a period of 6 months following expiry or termination of the Contract. NCTL agrees that any reasonable fees due for the 6 month period of such licence following expiry or termination shall be at NCTL's expense.
- 8.8 The Provider shall not infringe any Intellectual Property Rights of any third party in supplying the Services or otherwise performing its obligations under this Contract and the Provider shall indemnify and keep indemnified NCTL from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which NCTL may suffer or incur as a result of or in connection with any breach of this clause, except to the extent that any such claim arises from:
- 8.8.1 items or materials supplied by NCTL; or
 - 8.8.2 the use of data supplied by NCTL which is not required to be verified by the Provider under any provision of this Contract.
- 8.9 NCTL shall notify the Provider in writing of any claim or demand brought against NCTL for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Provider. The Provider shall promptly notify NCTL in writing of any infringement by a third party of any Intellectual Property Right in the Programme IP Materials of which it becomes aware.
- 8.10 Where required by NCTL, the Provider shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for infringement of Intellectual Property Rights in materials supplied or licensed by the Provider to NCTL, provided always that the Provider:
- 8.10.1 shall consult NCTL on all substantive issues which arise during the conduct of such litigation and negotiations;
 - 8.10.2 shall take due and proper account of the interests and concerns of NCTL; and

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8.10.3 shall not settle or compromise any claim without NCTL's prior written consent (not to be unreasonably withheld or delayed).

Notwithstanding the above NCTL shall be entitled to take any action it deems appropriate with respect to any such claim and where it directs NCTL shall have exclusive control of such claim. Where NCTL takes action the Provider shall at the request of NCTL afford to the Provider all reasonable assistance to NCTL for the purpose of contesting any such claim.

8.11 NCTL shall at the request of the Provider afford to the Provider all reasonable assistance for the purpose of contesting any claim or demand made or action brought against NCTL or the Provider by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Provider's obligations under this Contract subject to the Provider indemnifying NCTL on demand and in full for all reasonable costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Provider shall not, however, be required to indemnify NCTL in relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action to the extent relating to the matters in **clause 8.8.1** and **8.8.2**.

8.12 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with this Contract or in the reasonable opinion of the Provider is likely to be made, the Provider shall notify NCTL and, at its own expense and subject to the consent of NCTL (not to be unreasonably withheld or delayed), use its reasonable endeavours to:

8.12.1 modify any or all of the Service Specific IP Materials and, where relevant, the Services without reducing the performance or functionality of the same, or substitute alternative materials or services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions of this clause 8 shall apply mutatis mutandis to such modified materials or services or to the substitute materials or services; or

8.12.2 procure a licence to use and supply the Service Specific IP Materials, other relevant Intellectual Property Rights and Services, which are the subject of the alleged infringement, on terms which are acceptable to NCTL, and in the event that the Provider is unable to comply with **clauses 8.12.1** and **8.12.2** within 20 Business Days of receipt of the

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Provider's notification NCTL may terminate this Contract with immediate effect by notice in writing.

- 8.13 The Provider grants to NCTL a royalty-free, perpetual, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights that the Provider owned or developed prior to the Effective Date or otherwise not in connection with this Contract (the "Provider IP") and which NCTL reasonably requires in order to exercise its rights and take the benefit of this Contract including the Services provided and the use and further development of the IP Materials.
- 8.14 Save as granted in this Contract, NCTL will not acquire any right, title or interest in the Provider IP.
- 8.15 NCTL agrees to comply with the reasonable instructions of the Provider in respect of the way in which it uses the IP Materials licensed under **clause 8.13**.
- 8.16 the event that the Provider is not able to grant to NCTL a licence to use any Provider IP for any reason, including due to any Intellectual Property Rights that a third party may have in such Provider IP, the Provider shall use its reasonable efforts to:
- 8.16.1 procure that the third party owner of any Intellectual Property Rights that are or that may be used to perform this Contract grants to NCTL a licence on the terms set out in clause 8.5 above; or
 - 8.16.2 if the Provider is itself a licensee of those rights and is able to do so under the terms of its licence, grant to NCTL a sub-licence on the terms set out in clause 8.5 above.
- 8.17 The Provider shall not knowingly do or permit to be done, nor omit to do in connection with its use of Intellectual Property Rights which are or are to become owned by NCTL (the "NCTL IP") any act or thing which:
- 8.17.1 would or might jeopardise or invalidate any trade mark application or registration comprised within the same or give rise to an application to remove or amend any such application or registration from the register maintained by the relevant Trade Mark Registry; or
 - 8.17.2 would or might prejudice the right or title of NCTL to any of NCTL IP.

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- 8.18 The Provider shall comply with NCTL's Branding Guidelines, and shall not use any other branding, including its own, other than as set out in NCTL's Branding Guidelines or as otherwise agreed with NCTL.
- 8.19 When using NCTL Trade Marks the Provider shall observe all reasonable directions given by NCTL from time to time as to colour and size and the manner and disposition thereof on any materials it provides to persons in connection with the Services. The Provider may not:
- 8.19.1 adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of, any NCTL Trade Mark, or unfairly competes with any NCTL Trade Mark; or
- 8.19.2 apply anywhere in the world to register any trade marks identical to or so nearly resembling any NCTL Trade Mark as to be likely to deceive or cause confusion.

9. TRAINING CONSORTIA

- 9.1 The Provider may appoint individuals, companies, partnerships or other persons as members of a proposed or existing consortium to assist the Provider in carrying out its obligations under this Contract as Sub-Providers to the Provider, subject to compliance with the provisions of **clause 18**. NCTL may additionally (acting reasonably) require that any other sub-Provider of the Provider that NCTL reasonably considers to be material to the provision of the Services be a Consortium Member by notice in writing to the Provider. The Provider shall procure compliance with the provisions of this Contract applicable to Consortium Members in respect of each new Consortium Member, including, within 20 Business Days of receipt of such notice, **clause 18.7**.
- 9.2 The Provider shall use its reasonable efforts to procure the compliance of each Consortium Member appointed by the Provider with the terms of that Consortium Member's Deed of Adherence as entered into pursuant to **clause 18.7** and shall, at the written request of NCTL, immediately terminate the rights of any Consortium Member arising in connection with this Contract where that Consortium Member breaches its Deed of Adherence in any material respect.
- 9.3 The Provider shall take appropriate steps to enforce its agreements with its Consortium Members.

10. DATA, SYSTEMS HANDLING AND SECURITY

10.1 The Parties shall comply at all times with the provisions of the Data, Systems Handling and Security Schedule, the applicable version being that for suppliers as set out in **Schedule 10** (Data, Systems Handling and Security Schedule). If revisions are required to the Data, Systems Handling and Security Schedule following the date of this Contract as a result of changes in government policy or guidelines and/or policies/guidelines in education or children's services then NCTL may, at its discretion, notify the Provider that a revised version of the Data, Systems Handling and Security Schedule is applicable and the date from which it will be applicable, and from such date such version shall be the applicable version of the Data, Systems Handling and Security Schedule for the purposes of this **clause 10.1**, provided that to the extent that deviations from NCTL standard data handling policy have been agreed between the parties such deviations will be carried through to the revised versions.

11. NCTL DATA

11.1 The Provider shall comply with the data handling and security procedures as set out in Schedule 10.

12. TERM AND TERMINATION

12.1 This Contract commences on the Effective Date and, subject to any provision of this Contract for earlier termination, or extension set out in this clause 12, will terminate at the end of the Initial term. NCTL shall in its sole discretion be entitled to extend the Initial term for such further period as NCTL shall specify up to a maximum of 12 months or any part thereof (the "Extended Period") by giving not less than three months' written notice to the Provider prior to the expiry of the Initial Term. Either Party shall be entitled to terminate this Contract (or, in the case of termination by NCTL only, any part of it) immediately by written notice to the other if that other Party: commits any continuing or material breach of any of the provisions of this Contract or, in the case of the Provider, commits a Service Failure as identified in **paragraph 4 of Schedule 4** (KPIs, Service Levels and Service Credits) and, in the case of a breach which is capable of remedy, fails to remedy such breach within 30 (thirty) days of receipt of written notice giving particulars of such breach and requiring it to be remedied;

12.1.2 being a company, summons a meeting of its creditors, makes a

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proposal for a voluntary arrangement, becomes subject to any voluntary arrangement, is unable to pay its debts within the meaning of section 123 Insolvency Act 1986, has a receiver, manager or administrative receiver appointed over any of its assets, undertakings or income, has passed a resolution for its winding-up (save for the purpose of a voluntary reconstruction or amalgamation previously approved in writing by the Party serving notice), is subject to a petition presented to any court for its winding-up (save for the purpose of a voluntary reconstruction or amalgamation previously approved in writing by the Party serving notice), is subject to a petition presented to any court for its administration, has a provisional liquidator appointed, has a proposal made for a compromise or arrangement under Part 26 Companies Act 2006 or is the subject of a notice to strike off the register at Companies House or has an administrator appointed in respect of it or is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator given by any person;

- 12.1.3 being an individual, partnership or firm has entered into any composition or arrangement with its creditors, has a bankruptcy order made against it, has been made subject to an application for an interim order under section 253 Insolvency Act 1986 or an order under section 273 Insolvency Act 1986, has a petition presented for an Administration Order under Part III Insolvent Partnerships Order 1994 (“the Order”), has a petition presented for winding up as an unregistered company under Part IV or V of the Order, has an interim receiver of its property appointed under section 286 Insolvency Act 1986, is unable to pay its debts within the meaning of sections 267 and 268 Insolvency Act 1986, has a receiver or manager appointed over any of its assets, has a receiver appointed under the Mental Health Act 1983, dies or by reason of any illness (including mental disorder or infirmity), accident or injury or any other cause whatsoever becomes unable for a consecutive period of 3 (three) months or for an aggregate period of 5 (five) months in any one consecutive period of 12 (twelve) months to comply with its obligations under this Contract; or
- 12.1.4 has any distraint, execution or other process levied or enforced on any of its material property.

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- 12.2 NCTL shall be entitled to terminate this Contract (or any part of it) immediately by written notice to the Provider if:
- 12.2.1 the Provider has a change in control (as defined in sections 416 and 840 of the Income and Corporation Taxes Act 1988); or
 - 12.2.2 the Provider being an individual, is subject to a term of imprisonment whether or not suspended.
- 12.3 NCTL may also terminate this Contract (or any part of it) at any time by giving at least three (3) months' prior written notice to the Provider.
- 12.4 In the event NCTL terminates under **clause 12.3** then it shall pay to the Provider by way of compensation for all relevant identified loss, reasonable costs and expenses incurred by the Provider as a consequence of such termination:
- 12.4.1 such part of the Charges that are then properly due and payable to the Provider pursuant to **clause 3** and **Schedule 3** (Financials and Invoicing); and
 - 12.4.2 any disengagement and other costs reasonably and unavoidably incurred by the Provider as a direct consequence of such termination (excluding any loss of profit and any possible redundancy costs), provided that the Provider shall use all reasonable endeavours to mitigate the amount of such costs and has provided (promptly upon request by NCTL) such evidence of the reasonableness and unavoidability of such costs and the Provider's mitigation of the same as NCTL shall reasonably request.
- 12.5 Termination or expiry of this Contract shall not prejudice any right or action of a Party accruing under or in connection with this Contract prior to termination. Those provisions of this Contract which expressly or impliedly have effect after termination (including **clauses 8, 10, 11, 13, 24, 25, 33** and **34, 35, and 40** will continue to be enforceable notwithstanding termination of this Contract.
- 12.6 Following termination or expiry of this Contract NCTL shall not be bound by any provisions of this Contract to make further payments to the Provider other than in respect of amounts properly due to the Provider for Services performed prior to the date of termination or in accordance with **clause 12.5**.

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12.7 If NCTL terminates this Contract pursuant to **clause 12.2** or **12.1** the Provider shall indemnify NCTL in full in respect of all liabilities loss or damage and reasonable costs and expenses incurred or suffered by NCTL in connection with or resulting from such termination.

12.8 Upon termination or expiry of this Contract for any reason the following provisions shall apply:

12.8.1 the parties shall comply with the provisions of **Schedule 9** (Step-in Rights) and **clauses 38** and **39** in relation to exit assistance;

12.8.2 for the avoidance of any doubt the licences granted by the Provider pursuant to **clause 8** shall continue in full force and effect;

12.8.3 the Provider will promptly supply to NCTL all work-in-progress, documentation, records, information (in whatsoever form) as is reasonably necessary for the efficient transfer of Services and other obligations of the Provider to NCTL or a third party provider;

12.8.4 the Provider will promptly either provide to NCTL or at NCTL's option to a third party such co-operation as is reasonably necessary for the efficient transfer of any of the Services to NCTL or such third party;

12.8.5 except to the extent that the Provider is required to maintain the original or copy of any document by any law, regulation, order of a court or tribunal of competent jurisdiction, requirement of any regulatory authority the Provider will forthwith deliver to NCTL the original and all copies of the records held by or on behalf of the Provider or, at NCTL's option, shall deliver to NCTL the originals of all records and destroy all copies and certify to NCTL in writing that they have been so destroyed;

12.8.6 the Provider will use its reasonable endeavours to procure that consent of a third party is obtained (whenever required) in relation to any assignment or novation to NCTL or its nominee of any contracts connected to its performance of this Contract as NCTL may reasonably require and shall cooperate itself with, and use all reasonable endeavours to procure, such assignment and novation;

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12.8.7 if and to the extent required by NCTL, the Provider shall comply with its obligations under, and provide the Services to NCTL identified in, the Transfer Plan.

12.9 Where termination relates to a part of this Contract only then such of the above provisions as are relevant and applicable thereto shall apply. The Parties agree that the Provider shall be entitled to charge NCTL its reasonable costs directly incurred in providing assistance to NCTL following termination or expiry calculated in accordance with the provisions of the Transfer Plan, unless termination by NCTL in accordance **clauses 12.2** or **12.3** when all such transfer assistance and Services shall be provided free of charge.

12.10N/A .

12.11 If the Provider terminates this Contract pursuant to **clause 12.1** NCTL shall indemnify the Provider in full in respect of all liabilities loss or damage and reasonable costs and expenses incurred or suffered by the Provider in connection with or resulting from such termination.

13 TUPE REGULATIONS

13.1 Not later than 12 Months prior to the end of the Initial Term, or any Extended Period where applicable the Provider shall fully and accurately disclose to NCTL all information that NCTL may reasonably request in relation to the Staff including the following:

- (a) the total number of Staff whose employment/engagement shall terminate at the end of the Initial Term or any extended Period where applicable;
- (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in **clause 13**;
- (c) the terms and conditions of employment/engagement of the Staff referred to in **clause 13.1(a)**, their job titles and qualifications;
- (d) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
- (e) details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union.

13.2 At intervals determined by NCTL (which shall not be more frequent than once every 30 days) the Provider shall give NCTL updated TUPE Information.

13.3 Each time the Provider supplies TUPE Information to NCTL it shall warrant its completeness and accuracy and NCTL may assign the benefit of this warranty to any Replacement Contractor.

13.4 NCTL may use TUPE Information it receives from the Provider for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Initial Term or any Extended Period where applicable. The Provider shall provide the Replacement Contractor with such assistance as it shall reasonably request

13.5 If TUPE applies to the transfer of the Services on termination of the Contract, the Provider shall indemnify and keep indemnified NCTL and the Crown (both for themselves and any Replacement Contractor) against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other

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liabilities which NCTL or the Crown or any Replacement Contractor may suffer or incur as a result of or in connection with:

- (a) the provision of TUPE Information;
- (b) any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to EU Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Contractor or any Sub-Contractor in respect of any Returning Employee on or before the end of the Initial Term or any Extended Period where applicable;
- (c) any failure by the Provider or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Authority or a Replacement Contractor to comply with its duties under regulation 13 of TUPE;
- (d) any Court or Employment Tribunal claims (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Provider or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and
- (e) any claim by any person who is transferred by the Provider to NCTL and/or a Replacement Contractor whose name is not included in the list of Returning Employees

13.6 If the Provider becomes aware that TUPE Information it provided has become inaccurate or misleading, it shall notify NCTL and provide NCTL with up to date TUPE Information.

13.7 This **clause 13** applies during the Initial Term and indefinitely thereafter

13.8 The Provider undertakes to NCTL that, during the 12 Months prior to the end of the Initial Term or any Extended Period where applicable the Provider shall not (and shall procure that any Sub-Contractor shall not) without written Approval of NCTL (such Approval not to be unreasonably withheld or delayed),

- (a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has

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previously been agreed between the Provider and the Staff in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);

- (b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) transfer away, remove, reduce or vary the involvement of any other Staff from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse impact upon the delivery of the Services by the Contractor, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or
- (d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

14 CHANGE CONTROL

14.1 Either Party may at any time request in writing that any provision of this Contract be varied in accordance with the Change Control Procedure. No amendment to the provisions of the Contract shall be effective unless made in accordance with the Change Control Procedure set out in **Schedule 6**.

15 PERSONNEL AND SUB-PROVIDERS

15.1 NCTL may refuse admission to NCTL Premises and/or direct the Provider to end the involvement in the provision of the Services of any of the Provider Personnel whom NCTL believes represent a security risk. The decision of NCTL shall be final and it shall not be obliged to provide any reasons.

15.2 Whenever under the provisions of this Contract NCTL shall be entitled to require the removal from involvement in the provision of the Services of any Provider Personnel, the cost of doing so, including any Employment Liabilities and any costs connected with any consequent termination of the contract of employment, or any other contract, of such person shall be for the account of the Provider and shall not be chargeable to, or recoverable from, NCTL in any way.

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- 15.3 The Provider shall ensure that all Provider Personnel are able to communicate effectively in the English language.
- 15.4 The Provider shall use its reasonable endeavours to ensure continuity of personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the Services is at least as good as the prevailing industry norm for similar services, locations and environments and does not exceed 10% in any Year of this Contract.
- 15.5 The Provider shall ensure that no person who discloses that he has a Relevant Conviction, or who is found by the Provider to have any Relevant Convictions (whether as a result of a police check or through the Criminal Records Bureau procedures or otherwise), is employed or engaged in the provision of any part of the Services without NCTL's prior and express written consent.
- 15.6 For each of the Provider Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom NCTL owes a special duty of care the Provider shall (and shall procure that any relevant sub-contractor shall):
- 15.6.1 conduct thorough questioning regarding any Relevant Convictions; and
 - 15.6.2 ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service, and the Provider shall not (and shall ensure that any sub- Provider shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or what would reasonably be regarded as an inappropriate record.
- 15.7 The Parties have agreed to the appointment of the Key Personnel and Key Sub-Providers listed in **Schedule 8** (Key Personnel) as at the Effective Date. The Provider shall and shall procure that any sub-contract shall obtain the prior written consent of NCTL before removing or replacing any of the Key Personnel or Key Sub-Providers during the term of this Contract (and when carrying out termination assistance and on-going service provision following termination or expiry of this Contract) other than where the Provider or Sub-Provider is, in light of all the circumstances, taking reasonable disciplinary related action in which case no such consent shall be necessary. Where possible, at least three months' written notice must be provided by the Provider of its intention to remove or replace any Key Personnel or Key Sub-Provider.

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- 15.8 NCTL shall not unreasonably delay or withhold its consent to the appointment of a replacement for any relevant Key Personnel role by the Provider or any Key Sub-Provider.
- 15.9 The Provider acknowledges that the Key Personnel and Key Sub-Providers are essential to the proper provision of the Services to NCTL. The Provider shall ensure that the role of any Key Personnel or Key Sub-Provider is not vacant for any longer than 10 Business Days and that any replacement shall be as or more qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel or Key Sub-Provider whom he or she has replaced. The Provider shall ensure that appropriate and effective handover arrangements are put in place to ensure that there is no adverse impact on service provision as a result of any change in Key Personnel or Key Sub-Provider.
- 15.10 The Provider shall ensure that each of the Key Personnel shall work for such a period of time in the performance of the Services that is commensurate with and sufficient to perform the obligation of that person's role unless NCTL otherwise gives its prior written consent. To the extent that it can do so without disregarding its statutory obligations, the Provider shall take all reasonable steps to ensure that it retains the services of all the Key Personnel.
- 15.11 NCTL and the Provider shall agree the Key Personnel, who will then be included on the list of Key Personnel by the Provider. NCTL may also require the Provider to remove any Key Personnel that NCTL considers in any respect unsatisfactory.
- 15.12 NCTL shall not be liable for the cost of replacing any Key Personnel and the Provider shall indemnify NCTL against all Employment Liabilities that may arise in this respect.
- 15.13 Except in respect of any transfer of staff under TUPE, for the duration of this Contract and for a period of 12 months thereafter neither NCTL nor the Provider shall employ or offer employment to, or contract or offer to contract with, any of the other Party's staff who have been associated with the procurement and/or the contract management of the Services without that other Party's prior written consent.

16 TAX AND VAT INDEMNITY

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- 16.1 Where the Provider is liable to be taxed in the UK in respect of consideration received under this Contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration
- 16.2 Where the Services deliverable under this contract are liable for VAT, the Provider will at all times comply with HMRC rules and regulations. The Provider will be liable for paying to HMRC any identified VAT liabilities, including those which may fall due, subject to the contract terms agreed between Provider and NCTL.
- 16.3 Where the Provider is liable to National Insurance Contributions (NICs) in respect of consideration received under this Contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 16.4 NCTL may, at any time during the term of this Contract, ask the Provider to provide information which demonstrates how the Provider complies with **Clauses 16.1, 16.2 and 16.3** above or why those Clauses do not apply to it.
- 16.5 A request under this **Clause 16.5** above may specify the information which the Provider must provide and the period within which that information must be provided.
- 16.6 NCTL may terminate this Contract if-
- (a) in the case of a request mentioned in **Clause 16.5** above if the Provider:
 - (i) fails to provide information in response to the request within a reasonable time, or
 - (ii) provides information which is inadequate to demonstrate either how the Provider complies with **Clauses 16.1, 16.2 and 16.3** above or why those Clauses do not apply to it;
 - (b) in the case of a request mentioned in **Clause 16.5** above, the Provider fails to provide the specified information within the specified period, or
 - (c) it receives information which demonstrates that, at any time when **Clauses 16.1, 16.2 and 16.3** apply, the Provider is not complying with those Clauses.

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- 16.7 NCTL may supply any information which it receives under **Clause 16.5** to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 16.8 The Provider warrants and represents to NCTL that it is an independent provider and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Provider to its officers or employees in connection with this Contract.
- 16.9 The Provider will account to the appropriate authorities for any applicable income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Provider under this Contract or in relation to any payments made by the Provider to its officers or employees in connection with this Contract.
- 16.10 The Provider shall indemnify NCTL against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the Provider of its obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by NCTL in connection with any such assessment or claim.
- 16.11 The Provider authorises NCTL to provide the HM Revenue and Customs and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not NCTL is obliged as a matter of law to comply with such request.

17 EQUALITY AND DIVERSITY

- 17.1 The Provider will, and will procure that all Provider Personnel will, comply with all the provisions of the Equality Act 2010, the Human Rights Act 1998 or any other relevant or equivalent legislation, or any statutory modification or re-enactment thereof and with NCTL's equality and diversity policy as may be amended from time to time, copies of which will be provided by NCTL to the Provider at the Provider's written request.

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17.2 The Provider will indemnify NCTL in full from and against all Employment Liabilities that may arise as a result of any claims brought against NCTL by any of its employees, agents, consultants and Providers (include former such persons) (“NCTL Personnel”) and/or any of the Provider Personnel where such claim arises from any act or omission of the Provider or any Provider Personnel in respect of anti-discrimination legislation. The Provider will also provide all reasonable cooperation, assistance and information as NCTL may request in connection with any investigation by NCTL into any complaint or other grievance received by it from any of NCTL Personnel or Provider Personnel in respect of anti-discrimination legislation which may have arisen from, or been contributed to by, any act or omission of the Provider or any Provider Personnel.

18 ASSIGNMENT AND SUPPLY CHAIN RIGHTS

18.1 Save and to the extent set out in this **clause 18** only, the Provider may not assign the benefit and/or delegate the burden of the whole or any part of this Contract without the prior written consent of NCTL, which shall not be unreasonably withheld or delayed. If NCTL agrees to the Provider assigning its rights and obligations under this Contract to any Consortium Member or another third party then the Provider will enter into and will procure that the party to whom it is assigning its contractual rights and obligations enters into an assignment or novation agreement, in such form as reasonably required by NCTL.

18.2 NCTL may not assign its obligations under this Contract in whole or in part without first obtaining the written consent of the Provider which shall not be unreasonably withheld or delayed, provided that NCTL shall be entitled to assign this Contract to any successor body to NCTL (provided that such successor body is not a competitor of the Provider) without the need for consent.

18.3 The Provider shall not sub-contract any of its obligations under this Contract without NCTL's prior written consent, which shall not be unreasonably withheld or delayed, provided that NCTL's prior written consent shall not be required for sub-contracts with a value per annum not exceeding £10,000.

18.4 In making a request pursuant to **clause 18.3** the Provider shall, unless NCTL notifies the Provider in writing that the same is not required in respect of a

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proposed sub-contract, provide NCTL with such of the following information about the proposed Sub-Provider as NCTL shall require:

- 18.4.1 its name, registered office and company registration number;
 - 18.4.2 a copy of the proposed sub-contract;
 - 18.4.3 the fees and charges to be paid by the Provider to the proposed Sub-Provider, including, where not fixed, the manner in which the same are to be calculated and any indexation or other review processes applicable thereto;
 - 18.4.4 the purposes for which the proposed Sub-Provider will be employed, including the scope of any services to be provided by the proposed Sub-Provider;
 - 18.4.5 where the proposed Sub-Provider is also an Associated Company of the Provider, evidence that demonstrates to the reasonable satisfaction of NCTL that the proposed sub-contract has been agreed on "arms-length" terms; and
 - 18.4.6 any further information reasonably requested by NCTL.
- 18.5 NCTL has consented to the engagement as Sub-Providers of the Consortium Members referred to in **clause 9.1**, subject to the provision by the Provider of the information listed in **clause 18.4** within 20 Business Days of the Effective Date (or such other period that NCTL may permit and notify to the Provider in writing) where not previously provided by the Provider.
- 18.6 The Provider shall ensure that each sub-contract related to this Contract (including those with Consortium Members) shall, unless NCTL notifies the Provider in writing that the same is not required in respect of a proposed sub-contract, include:
- 18.6.1 a right under the Contracts (Rights of Third Parties) Act 1999 for NCTL to enforce the terms of that sub-contract as if it were the Provider;
 - 18.6.2 a provision enabling the Provider to assign, novate or otherwise transfer any of its rights and/or obligations under that sub-contract to NCTL;
 - 18.6.3 a provision requiring the Sub-Provider to comply with the provisions of the Data Handling Schedule;
 - 18.6.4 a provision restricting the ability of the Sub-Provider to further sub-

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contract elements of the service provided to the Provider without first seeking the consent of NCTL; and

18.6.5 without prejudice to any of the foregoing, equivalent restrictions and obligations in respect of any part of the Services to be delivered by the Sub-Provider as those placed on the Provider under this Contract in respect of such part of the Services.

18.7 In respect of Consortium Members, in addition to the requirements of **clause 18.6**, the Provider shall also procure that each such Consortium Member enters into a Deed of Adherence and the Provider shall deliver a properly executed original of the same to NCTL prior to such a Consortium Member providing any services to the Provider in connection with the provision of the Services.

18.8 Where NCTL has consented to any sub-contracting, copies of each sub-contract shall, at the request of NCTL, be sent by the Provider to NCTL as soon as reasonably practicable.

18.9 The Provider shall not terminate or materially amend the terms of any sub-contract related to this Contract without NCTL's prior written consent, which shall not be unreasonably withheld or delayed.

18.10 NCTL may require the Provider to terminate a sub-contract related to this Contract where the acts or omissions of the relevant Sub-Provider have given rise to NCTL's right of termination pursuant to **clause 12.2.1** unless the Sub-Provider can remedy the breach to NCTL's satisfaction within 21 (twenty one) days of receipt by the Provider of written notice from NCTL requiring the sub-contract to be terminated.

18.11 Despite the Provider's right to sub-contract pursuant to this **clause 18**, the Provider shall remain responsible for all acts and omissions of its Sub-Providers and the acts and omissions of those employed or engaged by the Sub-Providers as if they were its own. An obligation in this Contract on the Provider to do, or to refrain from doing, any act or thing shall be deemed to include an obligation upon the Provider to procure that the Provider Personnel also do, or refrain from doing, such act or thing.

19 ENTIRE AGREEMENT

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19.1 This Contract, its Schedules and Appendices contain all the terms which the Parties have agreed in relation to the subject matter of this Contract and supersedes any prior written or oral agreements, representations or understandings between the Parties in relation to such subject matter.

19.2 Nothing in this **clause 19** shall however exclude any liability which one Party would otherwise have to the other Party in respect of any statements made fraudulently.

20 DISPUTE RESOLUTION

20.1 Any Dispute shall be dealt with in accordance with this **clause 20**.

20.2 In the first instance, a representative of each Party will each use their reasonable endeavours to resolve the Dispute. If the Dispute cannot be resolved by such representatives within 15 (fifteen) days of the Dispute arising, it will be referred to a senior representative of each Party, who shall each use their reasonable endeavours to resolve the Dispute.

20.3 If a Dispute cannot be resolved by negotiation as referred to in **clause 20.2** within 30 (thirty) days of the Dispute arising, either Party may refer the Dispute for determination in accordance with the mediation procedure administered by the Centre for Effective Dispute Resolution (CEDR), the costs of the mediator being split equally between the Parties, who shall otherwise bear their own costs of the reference.

21 NO PARTNERSHIP

21.1 Nothing in this Contract is intended to or shall operate to create a legal partnership between the Parties, or to authorise any Party to act as an agent for any other, and no Party shall have authority to act in the name or on behalf of or otherwise to bind any other in any way (including making any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22 VARIATION

22.1 No variation of this Contract shall be effective unless in writing and signed by a duly authorised officer of the Parties. Variations to this Contract must follow the procedure for change set out in **clause 14**.

23 WAIVER

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23.1 No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

24 FORCE MAJEURE

24.1 If either Party is prevented or delayed in the performance of any of its obligations under this Contract by Force Majeure, that Party shall immediately serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall subject to service of such notice and to **clause 24.3** have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that Party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

24.2 If either Party is prevented from performance of its obligations for a continuous period in excess of 3 (three) calendar months, the other Party may terminate this Contract forthwith on service of written notice upon the Party so prevented, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

24.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Contract by reason of Force Majeure shall use reasonable endeavours to bring the Force Majeure event to a close or to find solutions by which the Contract may be performed despite the continuance of the Force Majeure event.

25 WARRANTIES AND REPRESENTATIONS

25.1 The Provider warrants and represents that:

25.1.1 it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under this Contract and that this Contract is executed by a duly authorised representative of the Provider;

25.1.2 in entering this Contract it has not committed any fraud;

25.1.3 as at the Effective Date, all information contained in the Provider's Solution remains true, accurate and not misleading, save as may have

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been specifically disclosed in writing to NCTL prior to execution of this Contract;

25.1.4 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might, and it is not subject to any contractual obligation, compliance with which is likely to, have a material adverse effect on its ability to perform its obligations under this Contract;

25.1.5 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;

25.1.6 the IP Materials created by the Provider pursuant to this Contract will be its original work and will not have been copied wholly or substantially from another party's work or materials; (provided, for the avoidance of doubt, that this sub-**clause 25.1.6** shall not apply to any IP Materials used by the Provider under permission or licence from any other person or entity (including, without limitation, any Sub-Provider); and

25.1.7 the use by NCTL of any Intellectual Property Rights assigned or licensed to it by the Provider under this Contract will not infringe or conflict with the rights of any third party.

25.2 The Provider will correct or remedy any breaches of the warranties set out in **clause 25.1** that are correctable or remediable as soon as reasonably practicable following receipt of notice in writing from NCTL identifying the breach in question.

26 LIABILITY

26.1 Neither Party excludes or limits its liability (if any) to the other:

26.1.1 for breach of any obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;

26.1.2 for personal injury or death resulting from the its negligence;

26.1.3 under section 2(3) Consumer Protection Act 1987;

26.1.4 for its own fraud; or

26.1.5 for any other matter which it would be unlawful for it to exclude or to attempt to exclude its liability;

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- 26.2 The Provider does not exclude or limit its liability (if any) pursuant to any indemnities given by it pursuant to **clauses 8** (Intellectual Property) and 16 (Tax Indemnity).
- 26.3 Subject to **clauses 26.1, 26.2 and 26.5**, neither Party shall have any liability to the other under or in connection with this Contract, whether in contract, tort (including negligence) or otherwise:
- 26.3.1 for any losses of an indirect or consequential nature; or
- 26.3.2 for any claims for loss of profits, revenue, business or opportunity (whether direct, indirect or consequential); or
- 26.3.3 to the extent that it is prevented from meeting any obligation under this Contract as a result of any breach or other default by the other Party.
- 26.4 Subject to **clauses 26.1 and 26.2**, the maximum liability of either Party to the other under this Contract, whether in contract, tort (including negligence) or otherwise:
- 26.4.1 in respect of damage to property is limited to £5,000,000 in respect of any one incident or series of connected incidents; and
- 26.4.2 in respect of any claim not covered by **clause 26.4.1**, is limited in each calendar year in aggregate to 150% of the sum of the Charges payable by NCTL and the Recipients' Charges received by the Provider in that Year of this Contract.
- 26.5 Notwithstanding the provisions of **clause 26.3**, the Provider shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure.
- 26.6 Except as otherwise expressly provided by this Contract, all remedies available to either Party for breach of this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 26.7 All property of the Provider whilst on NCTL's premises shall be there at the risk of the Provider and NCTL shall accept no liability for any loss or damage howsoever occurring to it.
- 26.8 The Provider shall effect and maintain in force with a reputable insurance company employer's liability and public liability insurances for the sum and

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range of cover as NCTL deems to be appropriate but not less than £5,000,000 for any one claim, for professional indemnity insurances for the sum and range of cover as NCTL deems to be appropriate but not less than £1,000,000 for any one claim and insurance to cover the liability of the Provider under this Contract. Such insurances shall be maintained for the duration of this Contract and for a minimum of 6 (six) years following the expiration or earlier termination of this Contract. The Provider shall supply to NCTL on demand copies of the insurance policies maintained under this clause. The provisions of any insurance or the amount of cover shall not relieve the Provider of any liabilities under this Contract. It shall be the responsibility of the Provider to determine the amount of insurance cover that will be adequate to enable the Provider to satisfy any liability it has under, or in connection with, this Contract.

NOTICES

26.9 Any notice, demand or communication in connection with this Contract shall be in writing and may be delivered by hand, pre-paid first class post or (where being sent to an address in a different country to where posted) airmail, facsimile or e-mail, addressed to the recipient at its registered office or its address (or such other address, facsimile number or e-mail address as may be notified in writing from time to time).

26.10 The notice, demand or communication shall be deemed to have been duly served:

26.10.1 if delivered by hand, when left at the proper address for service;

26.10.2 if given or made by prepaid first class post 48 (forty-eight) hours after being posted or in the case of airmail 14 (fourteen) days after being posted;

26.10.3 if given or made by facsimile or e-mail, at the time of transmission, provided that a confirming copy is sent by first class pre-paid post or (where being sent to an address in a different country to where posted) airmail to the other Party within 24 (twenty-four) hours after transmission and that, in the case of transmission by facsimile or e-mail where the time of transmission is not between 9.00 am and 5.00 pm, service shall be deemed to occur at 9.00 am on the next following Business Day (such times being local time at the address of the recipient).

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26.11 For the avoidance of doubt, where proceedings to which the Civil Procedure Rules apply have been issued, the provisions of Civil Procedure Rule 6 must be complied with in respect of the service of documents in connection with those proceedings.

27 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

27.1 The Parties do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to it.

28 COUNTERPARTS

28.1 This Contract may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original, but together shall constitute one and the same instrument.

29 PUBLICITY AND PROMOTION OF OTHER ACTIVITIES

29.1 The Provider shall not itself, and shall procure that Consortium Members shall not, without the prior written consent of NCTL, advertise or publicly announce that it or they has or have a contractual relationship with NCTL or announce the subject matter of this Contract. Where NCTL does give consent to this it will be subject to NCTL's prior written approval of the content and manner of any such advertisement or announcement

29.2 Without prejudice to the generality of **clauses 8.17 and 30.1**, the Provider shall not itself, and shall procure that Consortium Members shall not, use NCTL's name, brand and / or trade marks (including NCTL Trade Marks) nor the Personal Data of NCTL to sell, promote, market or publicise the Provider's (or Consortium Member's, as the case may be) other programmes, course, services or other activities in any way whatsoever.

29.3 Subject to Confidentiality **Clause 35** NCTL may disclose, copy and otherwise distribute to the public, including but not limited to, by way of the Open Government Licence, any information arising out of the Services or comprised in any work relating to the Services

30 FURTHER ASSURANCE

30.1 The Parties agree that they will do or procure the doing of all such acts and things and will execute or procure the execution of all such documents as may

be reasonably required including on or subsequent to the termination or expiry of this Contract to vest in the relevant all rights granted under this Contract and otherwise to comply with its terms.

31 CONFLICTS OF INTEREST

31.1 The Provider shall:

31.1.1 not permit its obligations to its other clients and third parties (including other governmental bodies and organisations providing services to other governmental bodies) to interfere or conflict in any material way with its duty (which the Provider hereby acknowledges) to comply with its obligations under this Contract to the required standards; and

31.1.2 take appropriate steps to ensure that neither the Provider nor any of the Provider Personnel is placed in a position where, in the reasonable opinion of NCTL, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider or any of the Provider Personnel and the duties owed to NCTL under the provisions of this Contract in either case, referred to in this **clause 32** as a “Conflict of Interest”. If the Provider becomes aware of any Conflict of Interest (or potential Conflict of Interest) or other situation which has arisen or may arise and which may cause a breach of this **clause 32** the Provider shall forthwith provide full particulars to thereof to NCTL.

31.2 In performing its duties under this Contract, the Provider shall conduct its business, operations and activities in a politically neutral fashion.

31.3 Without prejudice to the foregoing provisions of this **clause 32**, if any Conflict of Interest (or potential Conflict of Interest) arises or is likely to arise, the Provider will take all reasonable steps to remove or avoid the Conflict of Interest or to prevent it occurring in each case, or to manage the conflict to the satisfaction of NCTL (acting reasonably). If NCTL is not reasonably satisfied with the outcome of the Provider having taken such action as aforesaid (the Provider having given NCTL a comprehensive and detailed written statement of the action it had taken), the Provider will on request by NCTL forthwith bring to an end any relationship it may have with any third party, where that relationship has given rise to the conflict of interest (or potential conflict of interest).

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31.4 Without prejudice to any other right or remedy it may have, NCTL reserves the right to terminate this Contract with immediate effect by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of NCTL, there is any continuing breach by the Provider of the provisions of this **clause 32**.

32 PREVENTION OF CORRUPTION

32.1 The Provider represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Effective Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

32.2 The Provider shall not during the Initial Term and any Extended Period:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

32.3 The Provider shall, during the Initial Term and any Extended Period:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
- (b) keep appropriate records of its compliance with its obligations under **clause 33.3(a)** and make such records available to NCTL on request.

32.4 The Provider shall immediately notify NCTL in writing if it becomes aware of any breach of **clauses 33.1 and/or 33.2**, or has reason to believe that it has or any of the Staff have:

- (a) been subject to an investigation or prosecution which relates to an

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alleged Prohibited Act;

- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

32.5 If the Provider notifies NCTL pursuant to **clause 33.4**, the Provider shall respond promptly to NCTL's enquiries, co-operate with any investigation, and allow NCTL to Audit any books, records and/or any other relevant documentation.

32.6 If the Provider is in Default under **clauses 33.1 and/or 33.2**, NCTL may by notice:

- (a) require the Provider to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
- (b) immediately terminate the Contract.

32.7 Any notice served by NCTL under **clause 33.6** shall specify the nature of the Prohibited Act, the identity of the party who NCTL believes has committed the Prohibited Act and the action that NCTL has taken (including, where relevant, the date on which the Contract shall terminate).

33 OFFICIAL SECRETS ACTS AND FINANCE ACT 1989

33.1 The Contractor shall comply with the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

34 CONFIDENTIALITY

34.1 Except to the extent set out in this **clause 35** or if disclosure or publication is expressly permitted elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other party's consent, except to such persons and to

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such extent as may be necessary for the performance of the Party's obligations under the Contract.

34.2 The Provider hereby gives its consent for NCTL to publish the whole Contract (but with any information which is Confidential Information belonging to NCTL redacted) including from time to time agreed changes to the Contract, to the general public.

34.3 The Provider may only disclose NCTL's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

34.4 The Provider shall not, and shall procure that the Staff do not, use any of NCTL's Confidential Information received otherwise than for the purposes of this Contract.

34.5 **Clause 35.1** shall not apply to the extent that:

- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
- (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- (c) such information was obtained from a third party without obligation of confidentiality;
- (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
- (e) it is independently developed without access to the other Party's Confidential Information.

34.6 Nothing in **clause 35** shall prevent NCTL disclosing any Confidential Information obtained from the Provider:

- (a) for the purpose of the examination and certification of NCTL's accounts;
- (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with

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which NCTL has used its resources;

- (c) to any Crown Body or any Contracting Authority and the Provider hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority;
- (d) to any consultant, contractor or other person engaged by the Authority.

provided that in disclosing information under **clauses 35.8 (c) and (d)** the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

34.7 Nothing in **clauses 35.1 to 35.6** shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

34.8 NCTL shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom NCTL's Confidential Information is disclosed pursuant to **clause 35.6** is made aware of NCTL's obligations of confidentiality.

34.9 If the Provider does not comply with **clauses 35.1 to 35.6** NCTL may terminate the Contract immediately on notice to the Provider.

35 FREEDOM OF INFORMATION

35.1 The Provider acknowledges that NCTL is subject to the requirements of the FOIA and the EIR.

35.2 The Provider shall transfer to NCTL all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt:

- (a) give NCTL a copy of all Information in its possession or control in the form that NCTL requires within 5 Working Days (or such other period as NCTL may specify) of NCTL's request;

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- (b) provide all necessary assistance as reasonably requested by NCTL to enable NCTL to comply with its obligations under the FOIA and EIR; and
- (c) not respond to directly to a Request for Information unless authorised to do so in writing by NCTL.

35.3 NCTL shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the provisions of the FOIA and/or the EIR.

36 TAX COMPLIANCE

36.1 If, during the Initial Term or any Extended Period, an Occasion of Tax Non-Compliance occurs, the Provider shall:

- (a) notify NCTL in writing of such fact within 5 Working Days of its occurrence; and
- (b) promptly give NCTL:
 - i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
 - ii) such other information in relation to the Occasion of Tax Non-Compliance as NCTL may reasonably require.

36.2 If the Provider or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Provider shall:

- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
- (b) indemnify NCTL against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Contractor or any Staff.

37 RETENDERING AND HANDOVER

37.1 Within 21 days of being requested by NCTL, the Provider shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the

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information necessary to enable NCTL to issue tender documents for the future provision of the Services.

37.2 NCTL shall take all necessary precautions to ensure that the information referred to in **clause 38.1** is given only to potential providers who have qualified to tender for the future provision of the Services.

37.3 NCTL shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by NCTL; and that they shall not use it for any other purpose.

37.4 The Provider shall indemnify NCTL against any claim made against NCTL at any time by any person in respect of any liability incurred by NCTL arising from any deficiency or inaccuracy in information which the Provider is required to provide under **clause 38.1**.

37.5 The Provider shall allow access to the Premises in the presence of the Authorised representative, to any person representing any potential provider whom NCTL has selected to tender for the future provision of the Services.

37.6 If access is required to the Provider's Premises for the purposes of **clause 38.5**, NCTL shall give the Provider 7 days' notice of a proposed visit together with a list showing the names of all persons who will be visiting. Their attendance shall be subject to compliance with the Provider's security procedures, subject to such compliance not being in conflict with the objectives of the visit.

37.7 The Provider shall co-operate fully with NCTL during any handover at the end of the Contract. This co-operation shall include allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.

37.8 Within 10 Working Days of being requested by NCTL, the Provider shall transfer to NCTL, or any person designated by NCTL, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be

made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by NCTL.

38 EXIT MANAGEMENT AND PROCEDURES

38.1 Where NCTL requires a continuation of all or any of the Services on expiry or termination of this Contract, either by performing them itself or by engaging a third party to perform them, the Provider shall co-operate fully with NCTL and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.

38.2 The Provider will, within (3) months after the Effective Date, deliver to NCTL, NCTL Plan which sets out the Provider's proposed methodology for achieving an orderly transition of Services from the Provider to NCTL and/or its replacement provider on the expiry or termination of this Contract ("Exit Plan"). Within 30 days after the submission of the Exit Plan, the parties will use their respective reasonable endeavours to agree the contents of the Exit Plan. If the parties are unable to agree the contents of the Exit Plan than such dispute shall be resolved in accordance with the dispute resolution procedure at **Clause 20**.

38.3 The Provider will review and (if appropriate) update the Exit Plan in the first month of each year of this Contract (commencing with the second year of this Contract) to reflect changes to the Services. Following such update the Provider will submit the revised Exit Plan to NCTL for review. Within thirty (30) days following submissions of the revised Exit Plan, the parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan and the changes that have occurred in the Services since the Exit Plan was last agreed. If the parties are unable to agree the contents of the revised Exit Plan within the thirty (30) day period, such dispute shall be resolved in accordance with the dispute resolution procedure in **clause 20**.

38.4 The following commercial approach shall apply to the transfer of the Services if the Provider:

(a) does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Price; or

(b) reasonably incurs additional costs, the Parties shall agree a Variation to the

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Price based on the Contractor's rates either set out in Schedule 2 or forming the basis for the Price.

38.5 When requested to do so by the Authority, the Provider shall deliver to NCTL details of all licences for software used in the provision of the Services including the software licence agreements.

38.6 Within one Month of receiving the software licence information described above, NCTL shall notify the Provider of the licences it wishes to be transferred, and the Provider shall provide for the approval of NCTL a plan for licence transfer.

38.7 The Provider shall co-operate fully with NCTL in order to enable an efficient and detailed knowledge transfer from the Provider to NCTL on the completion or earlier termination of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Provider shall provide NCTL free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by NCTL. The Provider shall comply with NCTL's request for information no later than 15 Working Days from the date that that request was made.

39 GOVERNING LAW AND JURISDICTION

39.1 This Contract and any non-contractual obligations arising out of or connection with it will be governed by and construed in accordance with English Law.

39.2 The courts of England shall have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Contract and the Parties agree to submit to that jurisdiction.

39.3 If any provision of this Contract is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of this Contract and the remainder of the affected provisions shall continue to be valid.

Schedule 3 Financials and Invoicing

1 Financials

- 1.1 NCTL shall pay the Provider the Charges in accordance with the applicable Contract, subject to successful delivery of the programme against Key Performance Indicators or Service Levels pursuant to the provisions of the Requirement and Schedule 4.
- 1.2 The Charges are inclusive of all expenses incurred by the Provider in relation to its provision of the Services and unless agreed otherwise between the Provider and NCTL, the Provider shall not be entitled to claim any expenses in addition to the Charges.
- 1.3 All Charges will be firm and fixed for the Initial Term and any extended period of the Contract.
- 1.4 NCTL reserves the right to review/analyse the detailed costs as set out in Appendix 3, in line with the programme model (as set out in Schedule 1 – section 6) to ensure that the programme delivery demonstrates value for money.
 - 1.4.1 A milestone payment schedule will be agreed with both parties for financial year 16/17 onwards. The milestone payment schedule for FY 16/17 will be agreed by the start of January 2016, and for subsequent years this will be agreed on an annual basis.
 - 1.4.2 NCTL will review/analyse costs annually on an academic year based on cohorts and also 3 months in advance of each financial year end.
 - 1.4.3 After Cohort 1, costs will be reviewed as part of the agreed contract review process.
- 1.5 The Provider will distribute a taxable Grant as part of the Programme.
- 1.6 NCTL will pay the Grant to the Provider for distribution in three payments per cohort.
- 1.7 The Provider will pay in instalments of £5,000 per year for a 3-year undergraduate degree.
- 1.8 NCTL will pay the Grant to the Provider which must be passported to Candidates and distributed in three instalments, as follows:
 - 1.8.1 £5,000 (within 30 days of the candidate starting a valid degree) (the “First Payment”);

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- 1.8.2 £5,000 (within 30 days of the candidate starting the second year of a valid degree) (the “Second Payment”); and
- 1.8.3 £5,000 (within 30 days of the candidate starting the third year of a valid degree) (the “Third Payment”)

2 Indexation

- 2.1 Indexation shall not apply to any Charges.

3 Invoicing Arrangements

- 3.1 The Provider shall be entitled to invoice the Charges following acceptance by NCTL of satisfactory completion of the Services or, where performance of the Services will continue, either monthly in arrears or on satisfactory completion of milestones as specified in the delivery milestones, Outputs or Outcomes (as set out in Table 1 below and within Appendix 2). Each invoice shall detail the Charges for Services provided by the Provider.



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Sub-Totals	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
Net total:	£1,267,122	£1,986,333	£2,480,456	£2,471,409	£2,231,814	£1,634,689	£1,033,666	£531,553	£335,852
Vat total:	£143,424	£177,267	£166,091	£158,782	£138,363	£128,938	£124,233	£106,311	£67,170
Gross total:	£1,410,547	£2,163,599	£2,646,547	£2,630,190	£2,370,177	£1,763,627	£1,157,899	£637,863	£403,022

- 4 Funds allocated to a particular expenditure heading in the table at paragraph 1 ("the Table") are available for that expenditure heading only. Funds allocated to a particular accounting year are available for that accounting year only. The allocation of funds in the Table may not be altered except with the prior written consent of NCTL.
- 5 The Provider shall maintain full and accurate accounts for the Service against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 6 The Provider shall permit duly authorised staff or agents of NCTL or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. NCTL reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Provider has used NCTL's resources in the performance of this Contract.
- 7 Invoices shall be prepared by the Provider on the invoice dates specified in the Table in arrears and shall be detailed against the expenditure headings set out in

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the Table. The Provider or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Provider on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from NCTL within the terms of another contract.

8 Invoices shall be sent, within 30 days of the end of the relevant invoicing date to SSCL Accounts Payable Team, Room 6124, Tomlinson House, Norcross, Blackpool.FY5 3TA., quoting the Contract reference number. NCTL undertakes to pay correctly submitted invoices within 10 days of receipt. NCTL is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of NCTL. Any correctly submitted invoices that are not paid within 30 days are subject to interest at the rate of a maximum of 3% above the base rate from time to time of Barclays Bank. The Parties agree that this clause is a substantial remedy for late payment of any sum payable under this Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or which are expected to be at the required quality); includes the date, supplier name, contact details and bank details; includes information as set out in point 6.1 and has been delivered to the nominated address. If any problems arise, contact NCTL's Contract Manager. NCTL aims to reply to complaints within 10 business days. (See Point 14 below) NCTL shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

8.1 Invoices shall clearly identify the Contract number for which they are being submitted and the Provider shall provide information with each invoice to enable NCTL to assess the accuracy of the invoice. Such information shall include as a minimum:

- Invoice date
- Contract Number and CD reference number
- PO Number
- Invoice number
- The Charging Period covered
- A detailed breakdown of the appropriate Charges, including deliverables

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or milestones achieved, days and times worked

- Sums due, and,
- VAT due.

- 9 The Provider shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in NCTL's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, NCTL shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in NCTL's reasonable opinion after consultation with the Provider, would reasonably have been required for that purpose.
- 10 If this Contract is terminated by NCTL due to the Provider's insolvency or default at any time before completion of the Service, NCTL shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Provider before the date of termination.
- 11 On completion of the Service or on termination of this Contract, the Provider shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Service. The final invoice shall be submitted not later than 30 days after the date of completion of the Service
- 12 NCTL shall not be obliged to pay the final invoice until the Provider has carried out all the elements of the Service specified as in Schedule 1.
- 13 It shall be the responsibility of the Provider to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by NCTL all amounts due to be reimbursed under this Contract shall be deemed to have been paid and NCTL shall have no further liability to make reimbursement of any kind.

14 Disputes and payments of invoices

- 14.1 As set out in paragraph 8 above, NCTL undertakes to pay, subject to paragraphs 14.4 and 14.5, correctly submitted invoices within 10 days of receipt for all sums properly invoiced. NCTL shall not be responsible for any delay in payment caused by incomplete and illegible invoices.
- 14.2 The Provider shall ensure that a term is included in any sub-contract permitted under this Contract which requires the Provider to pay any undisputed sums due to the relevant sub-contractor within a specified period that does not exceed thirty (30) days from the date the Provider receives the sub-contractor's

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invoice.

- 14.3 The Provider shall raise any problems regarding invoices or payments with NCTL's contract manager. NCTL shall reply to queries or complaints within 10 Business Days.
- 14.4 NCTL shall within 10 Business Days of receipt, return to the Provider for correction invoices that it believes are incorrect together with an explanation of the need for correction.
- 14.5 NCTL may dispute, in good faith, any amount specified in an invoice. In these circumstances, NCTL shall:
 - 14.5.1 Pay in accordance with paragraph 14.1 such amount of the invoice as is not in dispute;
 - 14.5.2 Within 10 Business Days of receipt by it of the disputed invoice notify the Provider of the reasons for disputing the disputed amount; and
 - 14.5.3 Be entitled to withhold the disputed amount pending resolution of the dispute.
- 14.6 NCTL and the Provider shall use all reasonable endeavours to resolve any dispute over invoices within 10 Business Days of the dispute being raised, after which period either party may refer the matter for resolution in accordance with the dispute resolution procedure in **clause 20** of Schedule 2.
- 14.7 Where a disputed amount is withheld in accordance with paragraph 14.5.3 and the dispute is subsequently resolved:
 - 14.7.1 The Provider shall within 10 Business Days re-submit a corrected invoice; or
 - 14.7.2 In the event that the original invoice is resolved to have been correct, for the purposes of paragraph 14.1, the date of receipt of the invoice shall be taken to be the date on which the dispute is agreed by the parties to have been resolved.

Schedule 4 Key Performance Indicators and Service Levels

PRINCIPAL POINTS

- 1 The objectives of the Service Levels are to:
 - i) ensure that the Services are of a consistently high quality and meet the requirements of NCTL;
 - ii) provide a mechanism whereby NCTL can attain meaningful recognition of inconvenience and/or loss resulting from the Provider's failure to deliver the level of Service for which it has contracted to deliver; and
 - iii) ensuring the Provider meets the Service Levels in delivering programme milestones and to remedy any failure to meet the Service Levels expeditiously.

SERVICE LEVELS

- 2 Part 1 of this Schedule shall set out the Key Performance Indicators and Service Levels applicable to the provision by the Provider of the Services and the performance of which the Provider has agreed to measure.
- 3 The Provider shall monitor its performance against of each of the Service Levels in this Schedule and shall send NCTL a report detailing the level of service which was achieved in accordance with the provisions of this Schedule.
- 4 If the level of performance of the Provider against the Service Levels in respect of the Services during a Service Period:
 - i) achieves the Service Level in respect of each element of the Service, the appropriate milestone payment will be paid in accordance with Table 1 within Schedule 3;
 - ii) is below the Service Level in respect of each element of the Service, the NCTL reserve the right to review against the next milestone payment and, at its discretion, request a reasonable adjustment to the payment.
 - iii) constitutes a critical service failure by failing to meet four or more of the required Service Levels in any consecutive three month period, NCTL shall be entitled to terminate this Contract pursuant to 12.2.1 and/or seek damages.

Part 1 – Key Performance Indicators and Service Levels**Table 4.1 Key Performance Indicators**

Cohort numbers: 110 candidates per cohort (minimum equates to 99 or 90% and maximum equates to 110 or 100%)

	KPI	Measurement period	Measure	Monitoring method
1	100% successful recruitment to each cohort of ALGP to a maximum of 3 cohorts nationally. 90% is the minimum recruitment level after which financial penalties would be considered in line with the agreed milestone payment schedule.	Annually until October 2018	Up to 110 candidates are enrolled each cohort – by September 2016, September 2017, September 2018	Monthly report from contractor confirming details of A level students recruited
2	100% of accurate, timely monthly reports supplied	Monthly	Reports are received on time and contain accurate updates on recruitment, progress, withdrawals, school placements, and any causes for concern raised by or about candidates.	Monthly monitoring report
3	100% of candidates sign and return funding deed by required date.	Annually until October 2018	All candidates' signed funding deeds received on time.	Monthly monitoring report
4	100% grant dispersal achieved.	Annually	All Candidates receive £5,000 grant annually on time and accurate records are updated and maintained to monitor this.	Monthly monitoring report
5	100% of clawback cases are identified and administered effectively and accurately.	Annually	Clawback identification and notification to candidates is administered within 3 months i.e. up to 3 letters are issued within 3 months. The process for clawback of funds is agreed with NCTL on a case by case basis.	Monthly monitoring report
6	100% of candidates participate fully in undergraduate phase programme. 90% is the minimum level after which financial penalties would be considered in line with the agreed milestone	Monthly up to October 2021	Up to 110 candidates receive an appropriate, high-quality programme of additional training in the undergraduate phase. Up to 110 of candidates participate in Campus Ambassador activities. 100% of candidates have spent at least 3 days per	Monthly monitoring report and submission of detailed plans before additional training begins

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	KPI	Measurement period	Measure	Monitoring method
	payment schedule.		academic year in a minimum of 2 different types of educational settings on volunteer activities.	
7	100% of candidates are matched to maths and physics teaching roles in secondary schools. 90% is the minimum level after which financial penalties would be considered in line with the agreed milestone payment schedule.	Annually	Up to 110 of candidates are matched with appropriate schools (location, need and type) by the end of the Summer term before ITT begins.	Monthly monitoring report
8	A minimum of 95%* of candidates who complete ITT accept a teaching post.	Annually from September 2020	A minimum of 95% of candidates who obtain QTS accept a teaching post.	Monthly monitoring report
9	100% of candidates who complete ITT are monitored in the 2 year teaching phase.	Quarterly	100% of candidates have records which are collected and maintained through 2 years post-ITT teaching for tracking and to ensure compliance with the programme.	Receipt of accurate and up-to-date records quarterly.
10	Candidates develop into good or outstanding teachers through the Programme and have a positive impact on quality of maths/physics teaching and learning.	Annually	Proportion of candidates graded 'Good' or 'Outstanding' in their ITT, NQT and NQT+1 years exceeds national averages. Results for candidates' pupils compared to historical and/or national results where accessible and available.	Receipt of annual report

* Based on employment rates for School Direct Salaried AY2013/14; supplementary table 5, <https://www.gov.uk/government/statistics/itt-performance-profiles-management-information-2013-to-2014>

Table 4.2 Service Level Agreements

SLA	Measure	Compliance
Reporting and Meetings	Monthly Provider reporting: Provider will submit a monthly programme report, as agreed, for the programme. NCTL may also need to request urgent, accurate data to complete Parliamentary Questions on an ad hoc basis.	100% - NCTL monitoring
	Monthly finance reporting: The contractor will invoice against the budget profile in Schedule 3 of the Contract with a breakdown against categories in this Schedule including any variances.	
	Monthly project governance meetings and to include readiness review meetings before key milestones.	
	Weekly telephone meetings to provide checkpoint between NCTL / CfBT project managers.	
	Development and operations meetings – as required.	
	Six-monthly review: Provider will submit a review report at least two full working days in advance of six-monthly reviews. This may move to an annual review later in the programme.	
Administration/Communication	In delivering the Contract, the Successful Provider will offer a responsive and supportive service to participants.	100% - NCTL monitoring
	The Successful Provider's administrators shall respond to 100% of Candidate queries and correspondence, within three (3) working days of receipt.	
Commercial Management	Successful Provider to ensure that Change Control documentation is signed by both Parties prior to any additional work being undertaken (NCTL or Successful Provider to ensure paperwork is issued in a timely fashion when change required).	100% - NCTL monitoring
Complaints	Ensure that all Facilitators and administrative staff are aware of and abide by relevant complaints procedures.	100% - NCTL monitoring
	Successful Provider Operational Director (main management contact) to report all complaints verbally and in writing to NCTL within 3 working days, and update with consequent actions thereafter within usual monthly reporting.	

5 Evaluation

5.1 The Provider must contribute towards NCTL's evaluation of the impact of its programmes. NCTL has established the following criteria against which evaluation will be conducted, including but not limited to:

- Take-up and completion i.e. rates of application, participation and completion and the characteristics of applicants and participants.
- Engagement i.e. participants' satisfaction with programme structure and content
- Learning Outcomes i.e. skills, knowledge and understanding achieved by participants
- Application/Impact i.e. how the learning is being deployed
- Improvements in schools/changes in the school system – exemplified by changes to the school system as a whole, each participant and the cost effectiveness of each programme.

5.2 Impact Studies

NCTL is keen to identify and celebrate Programme impact and, where appropriate, disseminate the outcomes of evaluations and case studies. NCTL will work closely with the Provider to ensure:

- a clear strategy for complementary data collection, including but not limited to the tracking of participant Teacher Reference Numbers(TRNs)(avoiding unnecessary duplication of data collection)
- that data will be shared by both parties
- examples of best practice are shared across all Providers to the benefit of Programme delivery
- the Provider has an input into future evaluation of Programmes by NCTL.

5.3 NCTL intends to commission formal evaluation of the programme through an independent third party. The purpose of this work is to assess whether the programme is meeting its aims and objectives and whether it is meeting the needs of its participants and assess the impact on the schools which have participated on the programme. The Provider will cooperate fully with NCTL appointed independent evaluation team.

This will include the evaluation Provider attending workshop events to discuss

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impact with participants and also to view the delivery. The Provider will be expected to fully support this activity.

5.4 NCTL requires the Provider to:

- To record specific information on all applicants according to a protocol specified by DfE/NCTL, including (but not limited to) a unique identifier and relevant personal data for each individual.
- To provide this information to DfE/NCTL (and any independent contractors working on our behalf) at key milestones to be specified by DfE/NCTL.
- To take appropriate action to ensure that the collection and transfer of information complies with the Data Protection Act, which will include adding specific statements (on which DfE/NCTL will advise) to a privacy notice to be issued to applicants, and ensuring the secure storage and transfer of data.
- To co-operate with requests from DfE, NCTL, and any independent contractors working on our behalf, that relate to the evaluation of the programme. (This may include ad hoc requests for further information, participation in research studies or workshops, and permitting observation of the provision.)
- To ensure the project delivery plan includes data collection and the provision of timely and accurate data in line with the governance arrangements

Schedule 5 Implementation Plan

1. The Provider shall provide the Services in accordance with the Implementation Plan set out in **Appendix 3** to this Contract.
2. The Implementation Plan should be sufficiently detailed as is necessary to manage the Services and proposed any changes to the Implementation Plan shall be subject to the Change Control Procedure.
3. The Provider shall be responsible for implementing and managing the Services and for taking all such steps as may be necessary so as to ensure that from the Service Commencement Date the Provider is able to provide the Services:
 - 3.1 in accordance with the provisions of this Contract as at the Service Commencement Date, and any other requirements of this Contract; and
 - 3.2 in a manner that maintains the continuity of service to NCTL.
4. The Provider shall monitor the performance against the Implementation Plan and report to NCTL monthly (or more frequently if so required by NCTL) on its performance.

Schedule 6 Governance, Reporting and Change Control

1 INTRODUCTION

1.1 This schedule describes the procedures that will be used to manage the relationship between NCTL and the Provider under this Contract.

2 ESTABLISHMENT OF THE PROJECT BOARD

2.1 A Project Board shall be established by NCTL under this Contract on which both the Provider and NCTL shall be represented.

2.2 The Provider and NCTL shall each appoint a Project Manager.

2.3 The Project will be managed at the day to day level through the Provider Project Manager and NCTL Project Manager, in accordance with the implementation Plan.

2.4 The Project Board will:

2.4.1 meet regularly;

2.4.2 provide senior level guidance, leadership and strategy for the Project;

2.4.3 be the point of escalation from the Project Board/Managers; and

2.4.4 carry out the specific obligations attributed to it in this Contract.

2.5 Both parties will ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

3 PROJECT BOARD STRUCTURE & REPRESENTATION

3.1 **Appendix 4** describes, in relation to the Project Board, NCTL members of that Board and the Provider members of that Board;

3.2 In the event that either party wishes to replace any Board Member position, that party shall notify the other in writing of the proposed change for agreement by the other party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each NCTL Board Member has at all times a counterpart Provider Board Member of equivalent seniority and expertise.

3.3 Each party shall ensure that its Board Members shall make all reasonable efforts to attend Board meetings at which that Board Member's attendance is required. If any Board Member is not able to attend a Board meeting, that person shall use all reasonable endeavours to ensure that:

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- 3.3.1 a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and
- 3.3.2 that he/she is debriefed by such delegate after the Board meeting.
- 3.4 A chairperson shall be appointed by NCTL. The chairperson shall be responsible for:
 - 3.4.1 scheduling Board meetings, initially on a weekly basis and then monthly basis in addition to a weekly update meeting thereafter
 - 3.4.2 setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;
 - 3.4.3 chairing the Board meetings;
 - 3.4.4 monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
 - 3.4.5 ensuring that minutes for Board meetings are recorded and disseminated electronically to (the appropriate persons as agreed by both parties at the time) and to all Board meeting participants within seven (7) Business Days after the Board meeting; and
 - 3.4.6 facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
- 3.5 Board meetings shall be quorate as long as at least [two] representatives from each party are present.
- 3.6 The parties shall ensure, as far as reasonably practicable, that the Board shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before it. Each party shall use its best endeavours to ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

4 ROLE OF PROJECT BOARD

- 4.1 The Project Board shall:
 - 4.1.1 ensure that this Contract is operated throughout the term in a manner which optimises the value for money and operational benefit derived by NCTL and the commercial benefit derived by the Provider;
 - 4.1.2 receive and review reports from the Project Manager(s) which summarise key aspects of the operation and delivery of the Services, performance against KPIs/Service Levels; progress against the

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Implementation Plan, possible future developments;

- 4.1.3 determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services or on any potential future or additional Services authorise the commissioning and initiation of new business change projects and shall assess opportunities for Future Services and/or Additional Services;
- 4.1.4 consider and resolve Disputes (including Disputes as to the cause of a delay to the Services or the performance of the Services) escalated to the Project Board;
- 4.1.5 recognise and promote participation in cross-governmental initiatives; and
- 4.1.6 develop NCTL/Provider relationship so that it supports delivery of the Services in a positive manner.

5 CONTRACT MANAGEMENT MECHANISMS

- 5.1 Both parties will pro-actively manage risks attributed to them under the terms of this Contract.
- 5.2 The Provider will develop, operate, maintain and amend, as agreed with NCTL, processes for:
 - 5.2.1 the identification and management of risks. The project risk and issues register (**Appendix 7**) will be completed by the Provider and submitted for review by both parties at the Project Board;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling progress against the Implementation Plan.

6 REVIEW

- 6.1 Review meetings shall be held regularly, on dates to be agreed between the parties.
- 6.2 The meetings will be attended by the Project/Contract Manager of the Provider and the Project Manager/Contract Manager of NCTL and any other persons considered by NCTL necessary for the review.

7 CHANGE CONTROL

Minor Changes

- 7.1 The Parties acknowledge that minor variations to this Contract may be

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necessary to reflect operational and administrative procedures during the term of the Contract. The Parties further acknowledge that such minor variations shall be agreed in writing between the Parties' respective Project/Contract Managers.

- 7.2 The Provider shall use reasonable endeavours to incorporate minor variations requested by NCTL within the current Charges for the Services and shall not serve a Provider Notice of Change unless the change involves a demonstrable material increase to its costs or requires a material change to the Contract.

Other Changes

- 7.3 In respect of changes to the Contract ("Change") proposed by NCTL ("NCTL Notice of Change"):

7.3.1 NCTL has the right to propose Changes in accordance with this paragraph. The Provider may not withhold its agreement to any Change required by NCTL provided that NCTL cannot require a Change that would require the Provider to breach an obligation of this Contract.

7.3.2 The Provider acknowledges and accepts that it may be necessary to make changes to the Services as set out in Schedule 1. In such circumstances NCTL will follow the procedure set out in this Schedule.

7.3.3 The Provider shall use its best endeavours to accommodate any changes to the needs and requirements of NCTL provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes on a "no better no worse" basis. The amount of such additional costs shall be agreed between the Parties in writing and depending on the Change may either be a single, one off payment or an adjustment to the Charges.

7.3.4 If NCTL requires a Change, it must serve a NCTL Notice of Change on the Provider.

- 7.4 NCTL Notice of Change shall:

- a) set out the Change required in sufficient detail to enable the Provider to calculate the Change Estimate and provide the Change Response; and
- b) require the Provider to provide to NCTL a Change Response within twenty one (21) days of receipt of NCTL Notice of Change.

- 7.5 As soon as practicable, and in any event within twenty one (21) days after

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having received NCTL Notice of Change, the Provider shall deliver to NCTL the impact of the Change (“Change Response”). The Change Response shall include the opinion of the Provider on:

- a) any impact on the provision of the Services;
- b) any impact on the Provider’s ability to meet its obligations under this Contract;
- c) any amendment required to this Contract and/or any sub-contract as a result of the Change; and;
- d) the Provider's proposed plan and time schedule for implementation of the Change (the "Change Implementation Plan").

7.6 Where there is a change to the Charges (“Change Estimate”) is in excess of £5,000 the Provider shall provide details of:

- a) the estimated expenditure, including any capital replacement costs, arising from the Change;
- b) the estimated increase in operating expenditure relating to the provision of the Services, with an analysis showing the costs of staff, consumables, sub-contracted and bought-in services, after the Change is implemented;
- c) any interest, expenses or other third party financing costs to be incurred as a result of implementing the Change;
- d) details of any estimated overhead recoveries and long term cost savings that are anticipated after the Change is implemented; and
- e) the profit which the Provider seeks to achieve in the provision of the additional parts of the Services delivered as a result of the Change, including any profit element forming any part of the overhead recoveries disclosed by reason of paragraph (d) above.

7.7 Where the Change Estimate is less than £5,000 the Provider shall identify the agreed required services and relevant expenditure and show clearly how the Change Estimate is achieved.

7.8 As soon as practicable after NCTL receives the Change Response, the Parties shall discuss and agree the issues set out in the Change Response. In such discussions:

- a) NCTL may modify NCTL Notice of Change, in which case the Provider shall, as soon as practicable and in any event within twenty one (21) days, after

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receipt of such modification, notify NCTL of any consequential changes to the Change Response; and

- b) where NCTL reasonably request, the Provider shall provide such additional information as NCTL reasonably request in order to evaluate the Change Response fully.
- 7.9 At the reasonable request of NCTL, the Provider shall provide an additional Change Estimate (a "Further Change Estimate") to validate the Change Estimate using an alternative estimating approach agreed between NCTL and the Provider.
- 7.10 Where there is a ten percent (10%) or greater variation in the overall cost to NCTL between the Further Change Estimate and the Change Estimate, NCTL may request a re-working of the Change Estimate.
- 7.11 If the Parties cannot agree on the contents of the Change Response then the Dispute will be determined in accordance with **Clause 20** (Dispute Resolution) of Schedule 2.
- 7.12 As soon as practicable after the contents of the Change Response have been agreed or otherwise determined pursuant to **Clause 20** (Dispute Resolution), of Schedule 2, NCTL shall:
- a) confirm in writing the Change Response by issuing a Contract Change Control Note ("CCN") as below (as modified); or
 - b) withdraw NCTL Notice of Change.
- 7.13 If NCTL does not confirm in writing the Change Response (as modified) within thirty (30) days of the contents of the Change Response having been agreed or determined, then NCTL Notice of Change shall be deemed to have been withdrawn.
- 7.14 In the event that the Change has been agreed in accordance with this Paragraph 7.3.1 then:
- a) the Provider shall implement the Change in accordance with the CCN and Change Implementation Plan; and
 - b) the Charges shall be adjusted in accordance with the agreed CCN once the Change Implementation Plan is complete and accepted by NCTL in accordance with the agreed implementation criteria.
- 7.15 Until a Change is made in accordance with the Change Control Procedure, the

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Provider shall, unless otherwise agreed in writing, continue to supply the Services as if the request or requirement had not been made.

7.16 Any discussions which may take place between NCTL and the Provider concerning a requirement for a Change before the authorisation of a resultant Change to the Services shall be without prejudice to the rights of either Party.

7.17 Any Change to the Services undertaken by the Provider, its Sub-Providers or agents which has not been authorised in advance in writing by NCTL and which has not been otherwise agreed in writing in accordance with this Change Control Procedure shall be undertaken entirely at the expense and liability of the Provider.

8 In respect of Changes proposed by the Provider (“Provider Notice of Change”):

8.1 If the Provider wishes to introduce a Change to the Contract, it must serve a Provider Notice of Change on NCTL.

8.2 The Provider Notice of Change must:

a) set out the proposed Change in sufficient detail to enable NCTL to evaluate it in full;

b) specify the Provider's reasons for proposing the Change;

c) request NCTL to consult with the Provider with a view to deciding whether to agree to the Change and, if so, what consequential changes NCTL requires as a result;

d) indicate any implications of the Change;

e) indicate, in particular, whether a variation to the Charges is proposed (and, if so, give a detailed cost estimate of such proposed change); and

f) indicate if there are any dates by which a decision by NCTL is critical.

8.3 NCTL shall evaluate the Provider's proposed change in good faith, taking into account all relevant issues, including whether:

a) a change in the Charges will occur;

b) the Change affects the quality of the Services or the likelihood of successful delivery of the Services more generally;

c) the Change will interfere with the relationship of NCTL with third parties;

d) the Change materially affects the risks or costs to which NCTL is exposed;
or

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- e) the Change would, if implemented, result in a change in the nature of the Services.
- 8.4 As soon as practicable (but no later than 15 (fifteen) days) after receiving the Provider Notice of Change, the Parties shall meet and discuss the matter referred to in it. During their discussions NCTL may propose modifications, accept, or reject the Provider Notice of Change.
- 8.5 If NCTL accepts the Provider Notice of Change (with or without any modification agreed with the Provider), the relevant Change in the Services shall be implemented within twenty one (21) days of NCTL's acceptance or such other period as the Parties consider acceptable in the circumstances, provided that the Provider may withdraw the Provider Notice of Change for any reason at any time until NCTL issues a CCN in respect of the Change proposed in such notice. Within this period, the Parties shall consult and agree the remaining details as soon as practicable and shall enter into any documents to amend this Contract or any relevant sub-contract which are necessary to give effect to the Change. NCTL will issue a Contract Change Control Note (CCN).
- 8.6 If NCTL rejects the Provider Notice of Change, it shall advise the Provider of the criteria set out in Paragraph 8.3 upon which its decision for such a rejection is based.
- 8.7 NCTL may at its absolute discretion reject any request for a Change proposed by the Provider.
- 8.8 Unless specified otherwise in the relevant CCN, there shall be no change to the Charges because of a Change proposed by the Provider.
- 8.9 If the Change proposed by the Provider causes or will cause the Provider's costs or those of a Sub-Provider to decrease in the short-term or long-term, then there shall be a decrease in the Charges such that the Provider agrees to share on an equal basis actual cost savings realised by the Provider as a result of a Change proposed by the Provider.

Contract Change Control Note (CCN)

Contract Number	RD	NCTL Contract / Programme Manager [insert Name]
Provider	[insert supplier name]	Original Contract Value (£)
Contract Start Date	[insert start date]	Contract Expiry Date [insert contract expiry date]

Variation Requested	
Originator of Variation (tick as appropriate)	NCTL <input type="checkbox"/> Provider <input type="checkbox"/>
Date	
Reason for Variation	
Summary of Variation (e.g. specification, finances, contract period)	
Date of Variation commencement	
Date of Variation expiry (if applicable)	
Total Value of Variation £ (if applicable)	
Payment Profile (if applicable) e.g. milestone payments	
Revised daily rate (if applicable)	

Impact on original contract (if applicable)	
Supporting Information (please attach all supporting documentation for this Change Control)	
Terms and Conditions	Save as herein amended all other terms and conditions of the Original Contract [RD] shall remain in full force and effect.

Variation Agreed

For the Provider:

For NCTL:

Signature.....

Signature.....

Full Name.....

Full Name.....

Title.....

Title.....

Date.....

Date.....

Please note that no works/services described in this form should be undertaken, and no invoices will be paid until both copies of the Contract Variation/CCN are signed, returned & counter-signed.

To be entered by the Commercial department:			
Commercial Contact		Reference Number	RD /a
Date received		EC Reference	

Schedule 7 NCTL’s Obligations

NCTL shall:

- Approve all press releases and media statements.
- Approve all messaging and materials that the Provider develops for marketing purposes before use.
- Sign off the assessment processes developed by the Provider in collaboration with NCTL.
- Develop in collaboration with the Provider, a quality assurance (QA) framework for this Programme which, following agreement on QA tools and processes, the Provider shall implement within the Programme.
- Commission independent third parties to carry out a Longitudinal Evaluation of this Programme if appropriate.
- Use evidence gathered through NCTL QA processes, the longitudinal evaluation of this programme and the tracking of alumni to inform programme development, and manage programme development in collaboration with the Provider.
- As Data Controller for the programme, ensure data accuracy and security according to the Data Protection Act and **Schedule 11**.
- Proactively manage the contract, including managing change to the Contract and reviewing the Provider’s performance.
- Sign off/approve in advance any marketing activities and spend as set out in the Marketing plan (**Appendix 6**).
- Support the Provider to administer clawback by agreeing re-payment process for individual candidates on a case by case basis in collaboration with Provider and in line with DfE debt policy.

Where there is an obligation on NCTL to approve any process or material, NCTL aims to provide comments or objections in relation to any materials or processes within 7 working days from receiving such information, unless otherwise agreed between the Parties. In the event that NCTL fails to respond within 10 working days of receiving such unless otherwise agreed between the Parties, NCTL will be deemed to have supplied such approval.

Schedule 8 Key Personnel and Key Sub Providers**Key Personnel**

In accordance with **Clause 15** (Personnel and Sub-Providers) of this Contract the following individuals listed in the table below shall be considered Key Personnel:

Name	Role	Period of Involvement
Richard Churches	Project Director	Entirety
Marian Gould	Project Manager	Entirety
Richard Warensica	Project Coordinator	Entirety
Nick Breslin	Mobilisation Manager	6 months (from contract award)

Key Sub-Providers

In accordance with **Clause 15** (Personnel and Sub-Providers) of this Contract, the following individuals listed in the table below shall be considered Key Sub-Providers.

In accordance with **Clause 18** (Assignment and Supply Chain Rights) of this Contract, the Provider is entitled to Sub-contract its obligations under this Contract to the following Sub-Providers listed in the table below to be agreed at contract award stage.

Key Sub-Provider Name and Address (if not the same as the registered office)	Registered Office and Company Number	Related Product/Service Description	Sub-contract Price*	Role in delivery of the Services

* expressed as a percentage of total projected Charges over lifetime of the Agreement.

The Provider will be prime contract holder, accountable for successful programme delivery. All other organisations will be sub-contracted to deliver closely-defined outputs, and will include:

- proposed delivery partners (ie the Teaching School Alliances which will deliver aspects of the programme as regional centres.)
- suppliers (eg a specialist software development company.)

The Provider will confirm all delivery partners by 30th November 2015, and all other sub-providers within three months of contract award.

The Provider's procedure for sub-contracting will be:

Before award or decision to award

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- Finalise delivery network through existing relationships with identified Teaching School Alliances.
- Contact *proposed partners* to agree heads of terms and proposed delivery plan subject to contract.
- Ensure a sufficient number of proposed partners have agreed heads of terms to provide all aspects of proposed delivery plan.

After award or decision to award

(If the head contract has been signed)

- Review head contract for specific clauses requiring flow-down into first tier subcontracts, including enforceability of clauses by the Client, termination by the Client or consent of the Client to further subcontract.
- Update subcontract templates to reflect requirements of the head contract.
- Adapt templates into final subcontracts.
- Issue subcontracts to *proposed partners* for signature.

(If the head contract has not been signed, or service delivery must begin immediately)

- In view of limited time, propose providing (with the prior agreement of the Client) limited subcontracts or memoranda of understanding to proposed partners for the delivery of initial services for initial agreed cost, expressed to be subject to agreement of a final approved subcontract.
- Finalise subcontracts as soon as reasonably practicable in accordance with above procedure.

(Once proposed partners retained)

- Identify areas in which further subcontracting is required.
- Review head contract for specific clauses restricting the use of further levels of subcontractors or requiring flow-down into second tier subcontracts, and comply with any restrictions or requirements.
- Source service delivery or other required second tier subcontractors in accordance with applicable procurement and competition procedures.
- Ensure contracts awarded to such second tier subcontractors reflect the requirements of the head contract, if any.

During the life of the contract

- Should additional services or subcontractors be required, follow the above procedure, invoking change control as appropriate.
- Manage the proposed partners and subcontractors in line with any required management plan in the head contract, any best practice management requirements, and in accordance with CfBT's proposed delivery plan.

Schedule 9 **Step-in rights**

Step-in rights

"Default"

any material breach of this Contract or any other event such as would entitle the other party to terminate this Contract in accordance with **clause 12** of Schedule 2;

"Delay"

the period of time by which the implementation of the Services by reference to the Implementation Plan is delayed arising from a failure to achieve a milestone;

"Insolvency Event"

(a) the occurrence of any of the following events (or any event analogous to any of the following in a jurisdiction other than England and Wales) in relation to the relevant entity:

1. the entity passing a resolution for its winding up or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the entity being otherwise dissolved;
2. the appointment of an administrator of, or, the making of an administration order in relation to, the entity or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or part of the entity's undertaking, assets, rights or revenue;
3. the entity entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or taking steps to obtain a moratorium

or making an application to a court of competent jurisdiction for protection from its creditors;

4. the entity being unable to pay its debts or being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
5. the entity entering into any arrangement, compromise or compromise or composition in satisfaction of its debts with its creditors;

(b) however, a resolution by the relevant entity or a court order that such entity be wound up for the purpose of a bona fide reconstruction or amalgamation shall not amount to an Insolvency Event; and amalgamation shall not amount to an Insolvency Event;

"Regulatory Bodies"

those government, NCTL's and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of NCTL and **"Regulatory Body"** shall be construed accordingly;

Introduction

- 1 NCTL may take action under this Schedule in the following circumstances:
 - 1.1 there is a Default;
 - 1.2 there is a Default by the Provider that is materially preventing or materially delaying the performance of the Services or Project or any part of the Services or Project;
 - 1.3 there is a Delay that has or NCTL reasonably anticipates will result in the Provider's failure to achieve a milestone;
 - 1.4 an event of Force Majeure occurs which materially prevents or materially delays the performance of the Services or Project or any part of the Services or Project;
 - 1.5 where a Regulatory Body has advised NCTL that the exercise by NCTL of its rights under this clause is necessary;
 - 1.6 because a serious risk exists to the health or safety of persons, property or the environment;
 - 1.7 to discharge a statutory duty; and/or
 - 1.8 on the occurrence of an Insolvency Event in respect of the Provider.

Action To Be Taken Prior To Exercise Of The Right Of Step-in

- 2 Before NCTL exercises its right of step-in under this Schedule it shall permit the Provider the opportunity to demonstrate to NCTL's reasonable satisfaction within 30 days of receipt of written notice from NCTL giving particulars of the situation and (where relevant) requiring it to be remedied [Note: this is to bring this provision in line with our existing secondary schools contract] that the Provider is still able to provide the Services or Project in accordance with the terms of this Contract and/or remedy the circumstances giving rise to the right to step-in without the requirement for NCTL to take action.
- 3 If NCTL is not satisfied with the Provider's demonstration pursuant to **clause 2** NCTL may:
 - 3.1 where NCTL considers it expedient to do so, require the Provider by notice in writing to take those steps that NCTL considers necessary or expedient to mitigate or rectify the state of affairs giving rising to NCTL's right to step-in;
 - 3.2 appoint any person to work with the Provider in performing all or a part of

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the Services or Project (including those provided by any Sub-Provider); or

- 3.3 take the steps that NCTL considers appropriate to ensure the performance of all or part of the Services or Project (including those provided by any Sub-Provider).
- 4 The Provider shall co-operate fully and in good faith with NCTL, or any other person appointed in respect of **clause 3.1**, and shall adopt any reasonable methodology in providing the Services or Project recommended by NCTL or that person.
- 5 Exercise of the Right of Step-in

If the Provider:

- 5.1 fails to confirm within 10 Business Days of a notice served pursuant to **clause 3.1** that it is willing to comply with that notice; or
- 5.2 fails to work with a person appointed in accordance with **clause 3.2**; or
- 5.3 fails to take the steps notified to it by NCTL pursuant to **clause 3.3**,

then NCTL may take action under this clause either through itself or with the assistance of third party contractors, provided that the Provider may require any third parties to comply with any confidentiality undertaking.

- 6 If NCTL takes action pursuant to **clause 5**, NCTL shall serve notice ("Step-in Notice") on the Provider. The Step-in Notice shall set out the following:
 - 6.1 the action NCTL wishes to take and in particular the Services it wishes to control;
 - 6.2 the reason for and the objective of taking the action and whether NCTL reasonably believes that the primary cause of the action is due to the Provider's Default;
 - 6.3 the date it wishes to commence the action;
 - 6.4 the time period which it believes will be necessary for the action;
 - 6.5 whether NCTL will require access to the Provider's premises;
 - 6.6 to the extent practicable, the effect on the Provider and its obligations to provide the Services during the period the action is being taken.

- 7 Following service of a Step-in Notice, NCTL shall:

- 7.1 take the action set out in the Step-in Notice and any consequential additional action as it reasonably believes is necessary to achieve

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(together, the "Required Action");

- 7.2 keep records of the Required Action taken and provide information about the Required Action to the Provider;
 - 7.3 co-operate wherever reasonable with the Provider in order to enable the Provider to continue to provide any Services in relation to which NCTL is not assuming control; and
 - 7.4 act reasonably in mitigating the cost that the Provider will incur as a result of the exercise of NCTL's rights under this clause.
- 8 For so long as and to the extent that the Required Action is continuing, then:
- 8.1 the Provider shall not be obliged to provide the Services or Project to the extent that they are the subject of the Required Action;
 - 8.2 subject to **clause 9** below, NCTL shall pay to the Provider the Charges after the deduction of any applicable Service Credits – [Delay Payments] and NCTL's reasonable costs of taking the Required Action.
- 9 If the Required Action results in:
- 9.1 the degradation of any Services or Project not subject to the Required Action; or
 - 9.2 the non-achievement of a milestone,
- beyond that which would have been the case had NCTL not taken the Required Action, then the Provider shall be entitled to an agreed adjustment of the Charges, provided that the Provider can demonstrate to the reasonable satisfaction of NCTL that the Required Action has led to the degradation or non-achievement.
- 10 Not less than 30 Business Days before ceasing to exercise its step in rights under this clause NCTL shall deliver a written notice to the Provider ("Step-Out Notice"), specifying:
- 10.1 the Required Action it has actually taken; and
 - 10.2 the date on which NCTL plans to end the Required Action ("Step-Out Date") subject to NCTL being satisfied with the Provider's ability to resume the provision of the Services or Project and the Provider's plan developed in accordance with **clause 11**.
- 11 The Provider shall, following receipt of a Step-Out Notice and not less than 20 Business Days prior to the Step-Out Date, develop for NCTL's approval a draft

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plan ("Step-Out Plan") relating to the resumption by the Provider of the Services or Project, including any action the Provider proposes to take to ensure that the affected Services or Project satisfy the requirements of this Contract.

12 If NCTL does not approve the draft Step-Out Plan, NCTL shall inform the Provider of its reasons for not approving it. The Provider shall then revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to NCTL for NCTL's approval. NCTL shall not withhold or delay its approval of the draft Step-Out Plan unnecessarily.

12.1 The Provider shall bear its own costs in connection with any step-in by NCTL under this Schedule, provided that NCTL shall reimburse the Provider's reasonable additional expenses incurred directly as a result of any step-in action taken by NCTL under **clauses 1.4 or 1.5**; or

12.2 **clauses 1.6, 1.7 and 1.8** (insofar as the primary cause of NCTL serving the Step-In Notice is identified as not being the result of a Provider's Default).

Schedule 10 Data, Systems Handling and Security

Definitions

“Affiliate”	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.
“Provider Personnel”	all employees, agents and contractors of the Provider and/or of any Sub-contractor.
“Control”	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly.
“NCTL Assets”	includes but is not limited to NCTL premises, IT systems and information with a classification up to confidential.
“Data Protection Act” (“DPA”)	the Data Protection Act 1998 and equivalent successive legislation.
“Data”, “Data Processor”, “Personal Data”, “Sensitive Personal Data”, “Subject”, “Process” and “Processing”	shall have the meanings given to those terms by the Data Protection Act 1998.
“Data controller”	A person who, either alone or jointly or in common with other persons, determines the purposes for which and the manner in which any personal data are, or are to be, processed.
“Data controller in common”	The term ‘ <i>in common</i> ’ applies where two or more persons share a pool of personal data that they process independently of each other.
“Data Subject”	a living individual to whom personal data relates
“ICT”	information and communications technology.
“ICT Environment”	NCTL’s ICT system and the Provider’s ICT system.
“Malicious Software”	any software program or code intended to

	destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
“National College for Teaching and Leadership” (“NCTL”)	an executive agency, sponsored by the Department for Education and party to this contract. Also refers to subsequent body if succession occurs during the contract term.
“Personal Data/Information”	data/information relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is, or is likely to be held.
“Personnel Security Standard”	a government wide requirement including checks on identity, employment history, nationality and immigration status and declaration of unspent criminal records.
“Regulatory Bodies”	those government, NCTL’s and regulatory, statutory and other entities, communities and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Contract or any other affairs of NCTL and the “Regulatory Body” shall be construed accordingly.
“Security Plan”	the provider’s security plan prepared as part of their tender and included as a schedule (Security Requirements) to the Contract.
“Security Policy”	NCTL’s security policy annexed to the Security Requirements schedule as updated from time to time.
“Working or Business Day”	any day other than a Saturday, Sunday or public holiday in England and Wales.

1. DPA

1.1 With respect to the parties' rights and obligations under this Contract, the

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parties agree that NCTL is the Data Controller and that the Provider is the Data Processor. For the purposes of this **Clause 1**, the terms “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Process” and “Processing” shall have the meaning prescribed under the DPA.

- 1.1.1 The parties recognise that they may handle Personal Data. Both parties shall comply with their legal obligations under the DPA.
- 1.1.2 The Provider must comply with its legal obligations under the DPA and shall notify NCTL as soon as it becomes aware of any actual or potential data incident or breach of its obligations under the DPA in relation to any Personal Data processed as a consequence of undertaking this Contract.
- 1.2 Insofar as the Provider is processing Personal Data as a Data Processor for NCTL as a consequence of undertaking this Contract the Provider shall:
 - 1.2.1 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any Regulatory Body;
 - 1.2.2 Process the Personal Data only in accordance with instructions from NCTL (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by NCTL to the Provider during the period of the Contract);
 - 1.2.3 Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - 1.2.4 Take reasonable steps to ensure the reliability of any Provider Personnel who have access to the Personal Data;
 - 1.2.5 Obtain prior written consent from NCTL in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
 - 1.2.6 Ensure that all Provider Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply

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with the obligations set out in this **Clause1**;

- 1.2.7 Ensure that none of Provider Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by NCTL;
- 1.2.8 Notify NCTL within two Business Days if it receives
 - 1.2.8.1 a request from a Data Subject to have access to that person's Personal Data;
 - 1.2.8.2 a complaint or request relating to NCTL's obligations under the Data Protection Legislation
- 1.2.9 Provide NCTL with full cooperation and assistance in relation to any complaint or request made, including by:
 - 1.2.9.1 providing NCTL with full details of the complaint or request;
 - 1.2.9.2 complying with a data access request within the relevant timescales set out in the DPA and in accordance with NCTL's instructions;
 - 1.2.9.3 providing NCTL with any Personal Data it holds in relation to a Data Subject (within the timescales required by NCTL); and
 - 1.2.9.4 providing NCTL with any information requested by NCTL;
- 1.2.10 Permit NCTL or any duly authorised representative of NCTL (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Provider's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by NCTL to enable NCTL to verify and/or procure that the Provider is in full compliance with its obligations under this Contract;
- 1.2.11 Provide a written description of the technical and organisational methods employed by the Provider for processing Personal Data (within the timescales required by NCTL); and
- 1.2.12 Not Process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Effective Date, the Provider (or any Sub-contractor) wishes to Process and/or transfer any Personal Data outside the European Economic Area, the following provisions shall apply:
 - 1.2.12.1 the Provider shall submit a request for change to NCTL which

shall be dealt with in accordance with the Change Control Procedure

1.2.12.2 the Provider shall set out in its request for change details of the following:

- (a) the Personal Data which will be Processed and/or transferred outside the European Economic Area;
- (b) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;
- (c) any Sub-contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and
- (d) how the Provider will ensure an adequate level of protection and adequate safeguards (in accordance with the DPA and in particular so as to ensure NCTL's compliance with the DPA) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;

1.2.12.3 in providing and evaluating the request for change, the parties shall ensure that they have regard to and comply with then-current NCTL, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally; and

1.2.12.4 the Provider shall comply with such other instructions and shall carry out such other actions as NCTL may notify in writing, including:

- (a) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under its data protection legislation) in this Contract or a separate data processing agreement between the parties; and
- (b) procuring that any Sub-contractor or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct

data processing agreement with the recipient on such terms as may be required by NCTL, which the Provider acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under its data protection legislation).”

1.3 insofar as the Provider processes personal data for its own administrative purposes, whilst undertaking this Contract the Provider shall

1.3.1 comply at all times with the DPA and shall not perform its obligations under this Contract in such a way as to cause NCTL to breach any of its applicable obligations under the DPA.

2. NCTL’s Data

Definitions

"NCTL’s Data"

(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and:
(i) which are supplied to the Provider by or on behalf of NCTL; or
(ii) which the Provider is required to generate, process, store or transmit pursuant to this Contract; or
(b) which are any Personal Data for which NCTL is the Data Controller;

“Staff Vetting Procedures”

NCTL’s procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989.

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- 2.1 The Provider shall employ appropriate organisational, operational and technological processes and procedures to keep NCTL's Data safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes and procedures adopted are required to comply with the requirements of ISO/IEC 27001 as appropriate to the services being provided to NCTL.
- 2.2 The Provider shall not delete or remove any proprietary notices contained within or relating to NCTL's Data.
- 2.3 The Provider shall not store, copy, disclose, or use NCTL's Data except as necessary for the performance by the Provider of its obligations under this Contract or as otherwise expressly authorised in writing by NCTL.
- 2.4 To the extent that NCTL's Data is held and/or processed by the Provider, the Provider shall supply NCTL's Data to NCTL as requested by NCTL in the format specified by NCTL.
- 2.5 The Provider shall take responsibility for preserving the integrity of NCTL's Data and preventing the corruption or loss of NCTL's Data.
- 2.6 The Provider shall ensure that any files containing NCTL's Data are stored on the Provider's secure servers and/or secured IT equipment. The Provider shall ensure that NCTL's Data relating to the Contract is segregated from other data on their IT systems.
- 2.7 The Provider shall not keep NCTL's Data on any laptop or other removable drive or device unless that laptop, other removable drive or device is protected by being fully encrypted and password protected, and the use of the device or laptop is necessary for the provision of the services set out in the Contract. Laptops should have full disk encryption using either a CESG (Communications Electronic Security Group) CAPS approved product or alternatively a product that complies with the FIPS 140-2 Standard. USB devices used for transferring NCTL's Data should be encrypted to the FIPS 140-2 Standard.
- 2.8 The Provider shall keep an audit trail of where NCTL's Data is held, including hardware, laptops, drives and devices.
- 2.9 The Provider shall ensure that NCTL's Data is stored in locked cabinets and is accessed only by the Provider's authorised Personnel.
- 2.10 The Provider shall ensure that NCTL's Data is securely removed from their systems and any printed copies securely destroyed at the end of this work, or on termination of the contract. In complying with this clause, electronic copies of NCTL's Data shall be securely destroyed by either physical destruction of

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the storage media or secure deletion using appropriate electronic shredding software, using a minimum setting of US DOD overwriting standard (7 passes). Any hard copy shall be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.

- 2.11 The Provider shall perform secure back-ups of all NCTL's Data and shall ensure that up-to-date back-ups are stored off-site. The Provider shall ensure that such back-ups are available to NCTL at all times upon request.
- 2.12 The Provider shall ensure that any of NCTL's Data to be sent between the Provider's offices/staff, and/or any Sub-contractors, and/or any other third party are sent by CD or DVD and are fully encrypted and password protected. The Provider shall ensure that the password for files is sent separately from the data to the named recipient of the data. NCTL's Data shall be transferred by a secure courier or registered postal service (special delivery) and not by e-mail or on USB pens.
- 2.13 If NCTL's Data is corrupted, lost or sufficiently degraded as a result of the Provider's Default so as to be unusable, NCTL may:
- 2.13.1 require the Provider at the Provider's expense to restore or procure the restoration of NCTL's Data as soon as practicable and/or
- 2.13.2 itself restore or procure the restoration of NCTL's Data, and shall be repaid by the Provider any reasonable expenses incurred in doing so.
- 2.14 If at any time the Provider suspects or has reason to believe that NCTL's Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Provider shall notify NCTL immediately and inform NCTL of the remedial action the Provider proposes to take.

3. Personnel Security Standard

- 3.1 The Provider shall ensure that any personnel provided under this Contract including those of any Sub-contractors, who have unsupervised access to NCTL Assets meet the Personnel Security Standard and shall provide evidence that the checks have been performed on request. The HMG Baseline Personnel Security Standard can be accessed here:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/200551/HMG_Baseline_Personnel_Security_Standard_V3_2_Apr-2013.pdf
- 3.2 A breach of this **Clause 3** shall entitle NCTL to terminate the Contract immediately.

4. Security Requirements

- 4.1 The Provider shall comply, and shall procure the compliance of the Provider Personnel, with the Security Policy and the Security Plan and the Provider shall ensure that the Security Plan produced by the Provider fully complies with the Security Policy.
- 4.2 NCTL shall notify the Provider of any changes or proposed changes to the Security Policy.
- 4.3 If the Provider believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a Change request. In doing so, the Provider must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in accordance with the Change Control Procedure.
- 4.4 Until and/or unless a change to the charges is agreed by NCTL pursuant to **clause 5.3** the Provider shall continue to perform the Services in accordance with its existing obligations.

5. Malicious Software

- 5.1 The Provider shall, as an enduring obligation throughout the period of the Contract, use the latest versions of anti-virus definitions available to check for and delete Malicious Software from the Provider's ICT system.
- 5.2 Notwithstanding **clause 5.5**, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of NCTL's Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 5.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of **clause 5.6** shall be borne by the Parties as follows:
 - 5.3.1 by the Provider where the Malicious Software originates from the Provider Software System, any software owned by a third party or NCTL's Data (whilst NCTL's Data was under the control of the Provider); and
 - 5.3.2 by NCTL if the Malicious Software originates from NCTL's Software or NCTL's Data (whilst NCTL's Data was under the control of NCTL).

NCTL SECURITY STANDARDS

Definitions

“Data”, “Data Controller”, “Data Processor”, “Personal Data”, “Sensitive Personal Data”, “Data Subject”, “Process” and “Processing” shall have the meanings given to those terms by the Data Protection Act 1998

“NCTL Data” means any data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical, paper or any other media, and which:

1. is provided to the Contractor by or on behalf of NCTL in connection with the Contract,
2. the Contractor is required to generate, process, store or transmit pursuant to the Contract, or
3. is any Personal Data for which NCTL is the Data Controller.

“Good Industry Standard” means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

“NCTL Security Standards” means NCTLs specification for security that the Provider is required to deliver.

“IT Security Health Check” means an assessment to identify vulnerabilities in IT systems and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.

NCTL Security Standards

1. For contracts which require the handling or processing of NCTL Data (Business Impact Level 2 Personal Data and/or Business Impact Level 2 non-personal Data), the Provider shall assure NCTL that they can comply with NCTL Security Standards

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2. The Provider will be expected to conform with ISO/IEC 27001 (Information Security Requirements Specification) and ISO/IEC27002 (Information Security Code of Practice) or any appropriate equivalent. The Provider will adopt the Protective Marking Scheme of the UK Government (GPMS) in respect of any NCTL Data being handled in the course of providing the Services, and will handle this data in accordance with its protective marking and Impact Level. (In the event that the Provider has an existing Protective Marking Scheme the Provider may continue to use this but must map the GPMS against it to ensure the correct controls are applied to NCTL Data);
3. NCTL Data being handled in the course of providing the Services must be segregated from other data on the Provider's own IT equipment to protect NCTL Data and enable it to be securely deleted when required. In the event that it is not possible to segregate NCTL Data then the Provider is required to ensure that it is stored in such a way that it is possible to securely delete the data in line with **clause 2.10** of Schedule 10.
4. The Provider will have in place and maintain physical (e.g. door access) and logical (e.g. identification and authentication) access controls to ensure only authorised access to NCTL Data;
5. The Provider will have in place and maintain technical safeguards to protect NCTL Data, including but not limited to: Good Industry Standard anti-virus and firewalls; up-to-date patches for operating system, network device, and application software;
6. Any electronic transfer methods across public space or cyberspace must be protected via encryption which has been certified to FIPS140-2 or certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme, and the method shall be approved by NCTL prior to being used for the transfer any NCTL Data. Should the transfer, handling removable media or handling of portable ICT Equipment involve bulk personal data then the encryption will be required to be certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme.
7. Any portable removable media (including but not constrained to pen drives, memory sticks, CDs, DVDs, PDPs, USB devices) which handle, store or process in any way NCTL Data (*where the data is deemed to be personal and/or sensitive*) to deliver and support the service, shall be under the configuration management of the (sub-) contractors providing the service, shall be necessary to deliver the service, and shall be full-disk encrypted using an product which has been certified to FIPS140-2 or certified under a CESSG (e.g.

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- CAPS or CPA) or CESG-endorsed scheme. Should the transfer, handling removable media or handling of portable ICT Equipment involve bulk personal data then the encryption will be required to be certified under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme
8. All portable ICT devices (including but not limited to laptops, PDAs, smartphones) which handle, store or process in any way NCTL Data to deliver and support the service, shall be under the configuration management of the sub-contractors providing the service, shall be necessary to deliver the service, and shall and shall be full-disk encrypted using an product which has been certified to FIPS140-2 or certified under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme. Should the transfer, handling removable media or handling of portable ICT Equipment involve bulk personal data then the encryption will be required to be certified under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme.
 9. Storage of NCTL Data on any portable devices or media shall be limited to the minimum required to deliver the business requirement;
 10. All paper holding NCTL Data must be securely protected whilst in the Contactor's care and securely destroyed when no longer required using a cross-cutting shredder and/or a professional secure waste paper organisation;
 11. Paper documents containing NCTL Data shall be transmitted, both within and outside the Provider's premises in such a way as to ensure that no unauthorised person has access.
 12. At the end of the contract or in the event of failure or obsolescence, all equipment holding NCTL Data must be securely cleansed or destroyed using a CESG approved product or method. Where this is not possible e.g. for legal or regulatory reasons, or technical reasons such as where there is storage area network (SAN) or shared backup tapes then the Provider must protect the equipment until the time (which may be long after the end of the contract) when it can be securely cleansed or destroyed ;
 13. Access by Provider Personnel to NCTL Data shall be confined to those individuals who have a "need-to-know" and whose access is essential for the purpose of their duties. All Provider Personnel with direct or indirect access to NCTL Data must be subject to pre-employment checks equivalent to or higher than the Baseline Personal Security Standard (BPSS): Details of the standard are available at the Cabinet Office website <http://www.cabinetoffice.gov.uk/resource-library/security-policy-framework>

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14. All Provider Personnel who handle NCTL Data must have annual awareness training in protecting information;
15. The Provider must have robust and BS25999 conformant business continuity arrangements and processes including IT disaster recovery plans and procedures to ensure that the delivery of the Contract is not adversely affected in the event of an incident or crisis;
16. Any non-compliances with NCTL Security Standards, or any suspected or actual breach of the confidentiality or integrity of NCTL Data being handled in the course of providing the Services, shall be immediately escalated to NCTL by a method agreed by both parties;
17. The Provider shall ensure that any IT systems and hosting environments that are used to hold NCTL Data being handled, stored or processed in the course of providing this service are periodically (at least annually) subject to IT Security Health Checks;
18. The Provider shall keep an audit trail of where NCTL's Data is held, including hardware, laptops, drives and devices. NCTL reserves the right to audit the Provider with 24 hours' notice in respect to the Provider's compliance with this Schedule;
19. The Provider shall contractually enforce all these NCTL/Department Security Standards onto any third party suppliers, Sub-contractors or partners who could potentially access NCTL Data in the course of providing or assisting the Provider with the provision of the Services.

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Schedule 11 TUPE

Initial information provided by incumbent contractors suggests that a relevant transfer will take place for the purposes of the TUPE regulations and that the following numbers of staff may be in scope to transfer. We have obtained this information from incumbent contractors to facilitate tenderers in preparing their bids and cannot warranty its accuracy or completeness. We expect tenderers to rely on the results of their own due diligence and legal analysis as to whether TUPE applies and the consequences that may entail.

Should there be any revisions to this then the provider will inform NCTL as soon as possible of any impact in respect of the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006 may apply.

Region	Role	Number(s) of Staff	Time allocated to working on the contract

The provider has confirmed that at contract award no TUPE regulations apply.

Schedule 12 Commercially Sensitive Information

Areas CfBT consider commercially sensitive:

- Budget detail which discloses or can be used to calculate the salaries of individual staff or consultants.
- Budget detail which allows competitors to calculate total direct delivery and indirect management expenditure.

NOTE: We would like to discuss the potential commercial disadvantage to CfBT of including the entire proposal in the contract. The solution described here is a model which CfBT has used successfully on other bids to the DfE and would be the likely approach taken to future proposals, including any future tendering of STEM teacher training contracts.

Schedule 13 The Provider’s Solution

Evidence of capacity and experience of engagement with schools

CfBT has extensive experience of engagement with schools in England through:

- CfBT Schools Trust, a MAT comprising 18 academies and free schools across England;
- provision of the Lincolnshire School Improvement Service for 400+ schools;
- CfBT SCITT - 8 lead and 39 associate schools;
- our influential research programme;
- delivering high-profile events such as the Inspiring Leadership Conference;
- the extensive school senior leadership networks of our Chief Executive, Steve Munby, and Leadership Team;
- our co-delivery of high profile national initiatives with approximately 3300 schools, for example the Core Maths Support Programme, Closing the Gap: Test and Learn, and CfBT's Schools Partnership Programme, working with 400 schools to embed a culture of high quality peer review and school-to-school support.

Evidence of a recruitment campaign ensuring a consistent, fair, open and transparent recruitment process

Drawing upon CfBT’s global recruitment experience, we will design a bespoke recruitment campaign for the QTP that will:

- attract sufficient suitably-qualified applicants to guarantee cohort quality;
- successfully manage selection to optimise retention rates.

Recruitment will be designed and managed centrally by the CfBT team to ensure consistency and administered regionally through our Regional [REDACTED] Training Centres (QTCs) to guarantee fair and open access. The recruitment process will be delivered in six stages, with telephone and email helpdesk functions available throughout to prospective applicants:

Stage 1. Publication of eligibility criteria. [REDACTED]

[REDACTED]

Stage 2. Candidate application. [REDACTED]

[REDACTED]

[Redacted]

Stage 3. Application shortlisting.

[Redacted]

Stage 4. Selection Days.

[Redacted]

Stage 5. Selection of candidates.

[Redacted]

Stage 6. Communication of offer

[Redacted]

[Redacted]

[Redacted]

To maximise fairness and transparency, our QTP team will use the Activity Tracker to monitor recruitment data by subject, course, university and region. Reports will be generated to track recruitment and applicant demographics 'live', allowing us to target our marketing activities to encourage more applicants by subject, region and gender. We will report these statistics publically to demonstrate the fairness of our approach.

Year one ‘quick start phase’

In year one, project mobilisation will happen concurrently with applicants making their UCAS choices. To ensure a rapid, coherent start-up in line with NCTL’s schedule, CfBT will target the recruitment of current A level students from our Regional and Local QTCs, existing networks of affiliated schools and top universities (see the Marketing section 8.01.4).

Evidence of a rigorous and effective candidate assessment and selection process

Our experience of managing and researching similar accelerated routes into teaching such as the Fast Track Teaching Programme and the Graduate Teacher Programme demonstrates that the most successful programmes combine a strong focus on values and mission with a clear understanding of the competencies which characterise excellent classroom teachers. We will translate these values and competencies into assessment and selection criteria that will identify those candidates with the commitment, potential and aptitude to become outstanding maths and physics teachers.

The criteria will not just be a technical assessment tool for candidate selection, but will be a publicly-available framework, communicating the calibre of [REDACTED] and the value they will embody. The framework will include:

- cognitive competencies demonstrated through candidates’ academic achievement level;
- non-cognitive competencies, such as team working, motivation, resilience and problem solving, which differentiate outstanding teachers and leaders;
- competencies critical to outstanding teaching plus those that indicate potential for growth; e.g. resilience, reflection, self-evaluation, ability to learn from mistakes;
- descriptors for each criterion to define threshold levels for programme entry and differentiate between ‘average’, ‘good’ and ‘excellent’ applicants.

CfBT will provide a number of activities related to this framework.

[REDACTED]

•	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
•	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

CfBT will develop a scoring system which aids selection of candidates with the appropriate subject knowledge and soft skills.

[REDACTED]



CfBT will provide all materials and assessment protocols, a comprehensive online briefing for assessors and will make available a team member to quality assure all selection processes. We will also provide detailed information to applicants before their selection day and ensure that the process and materials recognise the relatively young cohort profile to give applicants the best possible chance of performing well on the day. Other mandatory requirements such as the Skills Tests will be taken later in the programme, before [redacted] begin ITT.

Evidence of a marketing strategy and capacity to market a national programme

Objectives

- Rapidly grow awareness of and encourage applications for the QTP from target applicant audiences.
- Position the QTP as an aspirational programme for eligible candidates.
- Build year-on-year momentum for applications through recommendation and endorsement.

Our integrated marketing strategy will:

- appeal to ideal candidates – able to identify themselves from our highly-targeted messaging.
- generate intrigue around the QTP and provide a clear call to action.
- channel candidates efficiently through to the application point [QTP website].
- create cachet around the QTP aligned with long-term career prospects.
- build a supportive community of candidates & endorsers to sustain commitment and deliver desired outcomes for the economy.

Our leverage

Year One

- First phase marketing calls on:
 - existing CfBT channels – 3300 secondary schools/sixth-forms/FE colleges through current programmes CfBT careers advice teams available endorsements – testimonials of successful maths/physics teachers; readiness of employers/personalities to back QTP;
 - CfBT’s understanding of the ideal candidates - from research, recruitment and programme implementation experience;
 - CfBT’s ability to create and curate great content – e.g. the impact stories of successful teachers; their former pupils’ contribution to areas vital to the UK economy.

Years 2&3

- Builds on the above by:
 - following the progress, keeping the ‘story’ alive;
 - ensuring content (blogs from successful candidates, endorsements, thought leadership) is widely and appropriately placed;
 - highlighting connections between success of the QTP and impact on the UK economy.

Key target audiences and marketing messages

Target Audience	Marketing message	Channels
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<p>1. Current A level students</p> <p>2. Mature applicants with required A levels</p>	<p>Member of prestigious QTP cohort</p> <p>High-quality, school-based, pre-and post-graduate training</p> <p>£5k p.a. during UG study</p> <p>Guaranteed place on employment--based ITT</p>	<ul style="list-style-type: none"> • Regional and Local QTCs approach students direct • QTP and DfE websites • Social media • Dedicated QTP app • Direct promotion through National Careers Service website (SFA), NCS Partnership Managers and regional Supporting Inspiration teams
<p>3. Existing maths and physics teachers:</p> <ul style="list-style-type: none"> • at Regional and Local QTCs • members of SAs / other networks 	<p>Teachers should encourage their highest-quality students to apply to the QTP</p>	<p>Direct approach through:</p> <ul style="list-style-type: none"> • existing CfBT networks (3300+ schools & colleges) • Regional and Local QTCs • Subject Associations • NCETM • Institute of Physics • STEMNET
<p>4. Careers advisors and STEMNET ambassadors</p>	<p>Aspirational. grant-funded maths and physics ITT programme for target candidates</p>	<p>QTP electronic information packs for:</p> <ul style="list-style-type: none"> • NCS advisors through central Serco team • Regional NCS providers • STEMNET Ambassadors
<p>5. Outreach tutors at top 25 Maths & Physics HEIs with approved courses</p>	<p>Added recruitment incentive will attract undergraduate applications</p>	<p>Direct contact with HEI outreach tutors</p>
<p>6. Regional and Local QTC TSA schools, particularly those in disadvantaged areas</p>	<p>Prestigious role within national programme</p>	<p>CfBT recruits Regional QTCs through existing SCITT & TSA links Regional QTCs recruit Local QTCs from within regional networks Local QTCs recruit other host TSA schools needing maths and physics teachers Regional & Local QTCs recruit students from TSA schools</p>

Capacity to market a national programme

CfBT has the capacity and experience to market the QTP through:

- highly-targeted, peer-to-peer, school-led promotion through Regional and Local QTCs, and their existing networks;
- leveraging CfBT's existing school networks of 3300 secondary schools, Sixth Form and FE colleges;
- the reach of CfBT Advice and Guidance;
- support from CfBT's marcomms team which has successfully marketed similar national programmes;
- CfBT's excellent record of creating and managing bespoke online components for national programmes;
- the bespoke QTP App, based on CfBT's previous successful record of app design – see <https://itunes.apple.com/gb/app/challenging-occupational-gender/id900080658?mt=8>.

A detailed plan for engagement with schools to include evidence of an appropriate strategy for a school-led deployment model

CfBT will lead a national consortium of school-led initial teacher training providers.

[Redacted]

[Redacted]

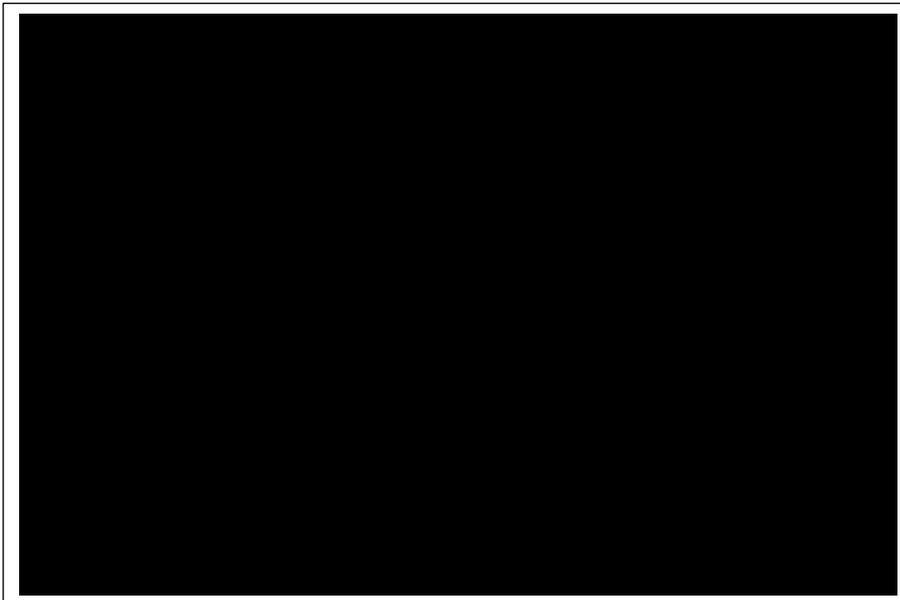
- [Redacted]
- [Redacted]

- [Redacted]

- [Redacted]

[Redacted]

[Redacted]



Regional QTCs will be responsible for:

- Coordinating the programme within their region.
- Providing a Regional QTC Coordinator, accountable for programme delivery at regional level.
- Working with Local QTCs to identify demand for maths and physics teachers and a medium-term pipeline of placements.

Undergraduate phase:

- Hosting Selection Days.

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- Brokering undergraduate placements with Local QTCs closest to candidates' universities.
- Coordinating and quality assuring Local QTC programme delivery.
- Hosting and delivering additional training events.

ITT Phase:

- Running a one-week, intensive pre-ITT programme.
- QA'ing Local QTCs' delivery of the QTP ITT programme.

Post-ITT:

- Continuing to support [REDACTED] during their NQT and NQT+1 years.

Local QTCs will be responsible for:

Undergraduate phase:

- Providing a 'home school' for [REDACTED] studying at universities nearby.
- Providing maths and physics mentors to support [REDACTED]

ITT Phase:

- Delivering the QTP ITT programme and providing paid employment for candidates in their school.
- Brokering school placements to provide experience in a broad range of school contexts, including areas of disadvantage.

Strategy to recruit, maintain and quality-assure the required numbers of schools

Recruiting Regional QTCs

CfBT's school-led consortium will provide national coverage.



The following QTC profile is typical:

Teach South East SCITT (St John the Baptist Teaching School and Salesian Teaching School)

- Both headteachers are experienced NLEs
- Exceptional Teaching School and SCITT
- NCETM Maths Hub
- Delivering NCTL Modular Leadership Courses
- Delivering maths and physics SKE, abridged maths and physics ITT pilot for and maths and physics internship programme
- 100% of ITT trainees achieved QTS and employed by May 2015 (national rate 84%)
- 83% of ITT trainees employed in partner schools (2015)

Recruiting and maintaining Local QTCs

While our programme is built around existing Alliances, Regional QTCs will broker relationships between Local QTCs and any school wishing to employ a [REDACTED] [REDACTED] Schools have been clear that they will invest significantly in recruiting exceptional maths and physics teachers, but that the programme must attract candidates committed to a career in teaching and who will accept the moral 'mission' of the profession, particularly working in disadvantaged areas.

Quality assuring QTP schools

We have carefully selected Regional QTCs that meet our qualifying criteria (e.g. Ofsted grade, ITT performance, maths and physics outcomes, facilities) and can deliver the programme activities to the required quality. However, CfBT will quality assure participating schools to ensure that candidates receive the best possible support to create the impact this programme promises. We will complement each Regional QTC SCITT's existing quality assurance processes by maintaining a central database of the performance of all QTP schools. This will include:

- overall school quality and performance data;
- proportion of trainees achieving QTS, their outcome grades and employment rates.

Using these data, schools causing concern will be referred initially to the Regional QTC for additional support.

Plans to direct trainees to disadvantaged areas that face shortages in recruiting high quality teachers

Drawing upon RQTCs's regional knowledge and existing workforce planning carried out for School Direct, we will develop regional 'heat maps' of likely future staffing shortages, identifying areas with low maths and physics attainment and high demand for maths and physics teachers.

We will use a system of 'consultative placement' to direct trainees to those schools that most need their skills. QTP values will explicitly recognise the moral purpose of teaching and [REDACTED] will see first hand the impact that exceptional teachers can have on young people in disadvantaged areas. Our integrated national network will enable all trainees to be placed in a school close to their university and allow flexibility as their life circumstances change. However, these 'pull' factors will be underpinned by a contractual requirement that trainees accept placements in those schools which most need them.

Explanation of the processes and support planned for candidates recruited onto the programme

The success of the QTP depends heavily on the processes and support which are put into place for candidates; we recognise our important 'duty of care' to these young teachers. Key features of our model include:

- national and regional events to create cohort identity;
- dedicated subject and pastoral support from a consistent Subject-Based Mentor;
- oversight of candidates' progress, including welfare and motivation, managed by our Careers and Welfare Officer;
- online communities, message boards and helpdesk functions;
- ongoing focus on career development and individual support requirements.

Providing a consistently high-quality experience for all candidates regardless of location

Our model assumes that all candidates will move at least once and has been carefully designed to provide a consistent experience and seamless transfer between locations through:

- clearly-articulated values acting as a 'golden thread' through the programme;
- maintaining at least six annual 'touch points' between candidates and the central QTP team;

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- regular training for Regional QTC Coordinators to integrate QTP quality assurance into the existing practices of each SCITT;
- hands-on involvement of CfBT's QTP team, regularly visiting all QTCs and providing a regular 'corporate presence' in participating schools.

Managing deferrals and withdrawals

Deferral category	Management strategy
Deferrals before commencement	Currently, 7.6% of UCAS applications are for deferred entry. We will accept applications for deferral where candidates have an unconditional offer on an acceptable degree course. Candidates must confirm their place and complete the Grant Offer to the same schedule as other candidates on their cohort.
Deferrals before ITT	Between 12% and 20% of STEM graduates transition immediately to post-graduate study. We will accept applications for deferment between undergraduate study and ITT for candidates wishing to complete Masters programmes. We will also allow candidates on 4 year degrees to complete their studies, with total grant funding unchanged.

Clear and appropriate strategy for managing school-based mentors, roles and responsibilities, ITT criteria and arrangements for QTS

School-Based Mentors

We have selected as Regional QTCs only SCITTs with a proven record of exceptional maths and physics training and will use their existing processes for managing school-based mentors. However, the following key roles and responsibilities will be standard:

- Organising a compliant teaching timetable for the trainee and assisting with second school placements;
- Regularly reviewing the trainee's portfolio against the Teachers' Standards and supporting the training plan;
- Meeting the trainee once a week to review and set targets and discuss progress
- Supporting trainees in compiling evidence for final assessment Observing the trainee regularly and ensuring that they are observed by other members of the department;
- Conducting joint observations with the Regional Coordinator termly, to coincide with CfBT QA visits if required;
- Keeping up-to-date with ITT developments and requirements.

ITT Criteria

Similarly, Regional QTCs will use their established SCITT processes to verify that all QTP trainees meet the Secretary of State's ITT criteria for entry: C1.1, C1.2 C1.3 (including DBS checking) and C1.4. Documentation will be checked by the Regional QTP SCITT teams and records uploaded to the QTP Activity Tracker.

Arrangements for QTS

While CfBT will maintain oversight of quality and accountability for outcomes, particularly regarding candidate experience, each SCITT will follow its established processes for QTS and accreditation. [REDACTED] will follow a bespoke ITT programme modelled on the SCITT's School Direct (salaried) programme with the following additional benefits:

- Bespoke training plan which recognises the significant preparation for teaching and in-school experience during the undergraduate stage and fast tracks achievement of QTS;
- One-week intensive programme before ITT;
- Local communities of practice with 2-3 other trainees, using the principles of joint practice development;
- Online 'Teaching Excellence' modules, including research engagement and Lesson Study, and online seminars from leading educationalists (e.g. Tom Bennett, Michael Fullan).

A detailed plan for delivery of additional training in the undergraduate phase

During the undergraduate phase, the QTP will focus on building cohort cohesion and preparing candidates to make the greatest impact when they begin ITT. [REDACTED] will benefit from in-school experience at their home school and a variety of other contexts, including areas of disadvantage. They will experience supervised teaching practice, opportunities to tutor and mentor young people, regular training and individual coaching against their personalised plan. Each year will begin with a national event bringing together all active candidates and their SBMs for regional- and cohort-specific sessions and activities that will engage multiple cohorts, helping to develop a strong and cohesive cohort identity. Additional training days will be delivered by the Regional QTCs, focusing on key general pedagogical themes:

	UG Year 1	UG Year 2	UG Year 3
National events Delivered by: CfBT; Regional QTCs; SBMs	Induction and orientation	Consolidation and Teacher Standards	Preparing to teach and personal planning
Regional training	<ul style="list-style-type: none"> • Behaviour for Learning • Communication and motivation 	<ul style="list-style-type: none"> • Assessment for Learning • Effective use of data 	<ul style="list-style-type: none"> • Inclusion and learning for all • Planning for Learning
Local in-school experience Delivered by: Local QTC; SBM	<ul style="list-style-type: none"> • Induction at Local QTC - September • 2x3 day immersions in Local QTC – Autumn and Spring terms 	<ul style="list-style-type: none"> • 8 in-school experiences linked to Teachers' Standards (Part 1) 	<ul style="list-style-type: none"> • Action research project – Autumn term • Immersion week – post-final exams
Online Support Delivered by CfBT	ONLINE Information Zones - Regional Zones - CPD Zone - News Zone - Learning Zone - Discussion Zones		

The QTP will also provide continuous support through its [REDACTED] Online' community which will include regional and national programme news, key programme documentation and professional development materials.

Campus Ambassador Role

The QTP programme will create 330 advocates for teaching on STEM courses in

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excellent universities by helping [REDACTED] to develop simple strategies for engaging their peers. At our national events, [REDACTED] CfBT's expert change management consultants will coach candidates in the following areas:

6. Why teach? Selling the benefits;
7. Starting the conversation: peer networking;
8. Identifying and overcoming barriers;
9. Leadership and emotional intelligence;
10. Creating a personal action plan for advocacy.

We will explore with NCTL the introduction of a small incentive payment to those [REDACTED] whose advocacy results in another maths or physics graduate enrolling on an ITT course. We will also use this training to target the improvement of candidates' interpersonal communication skills, directly addressing an issue commonly faced by maths and physics trainee teachers.

Quality assurance proposals ensuring the delivery of the course and the requirements of the contract are to the highest standard

CfBT will create a Quality Assurance Strategy linking quality assurance activities to programme management, governance and reporting mechanisms used to monitor successful delivery. This strategy, owned by our Programme Director and aligned with CfBT corporate processes, will underpin Service and Product Quality Plans to ensure that high quality deliverables generate the required benefits and impact.

Our Programme Director will present a formal report at the quarterly QTP Programme Board, providing a progress update against agreed KPIs, the risk/issue log and the forward view. Monthly Keep in Touch calls with NCTL's contract manager will provide summary data showing month-on-month and year-to-date progress and performance against agreed leading indicators.

Evidence of previous experience and strategies for problem solving and dispute resolution

CfBT's builds collaborative partnerships with clients based on mutual trust, working together to avoid the need for dispute resolution wherever possible. We also employ this approach with our delivery partners – in this case, the Regional and Local QTCs. Through robust and effective risk and issue management processes and by maintaining transparency and regular communication, we can ensure that issues are effectively managed before escalation. CfBT has never had to invoke a formal disputes procedure due to the effectiveness of this approach.

Delivering robust programme management across our delivery structure and maintaining a high-quality programme

CfBT will be prime contract holder, accountable for successful programme delivery. All other organisations will be subcontracted to deliver closely defined outputs. Led by Programme Director Richard Churches, a permanent, four-strong team of CfBT staff – transitioning from NCTL's Closing the Gap programme - will manage the work of our delivery partners and relationships with our wider group of stakeholders. Our team structure is designed to be flexible, aligning inputs from individuals with evolving programme demands and deploying additional specialist staff as required. This arrangement will provide a cost effective management structure which is responsive to the developing needs of the programme.

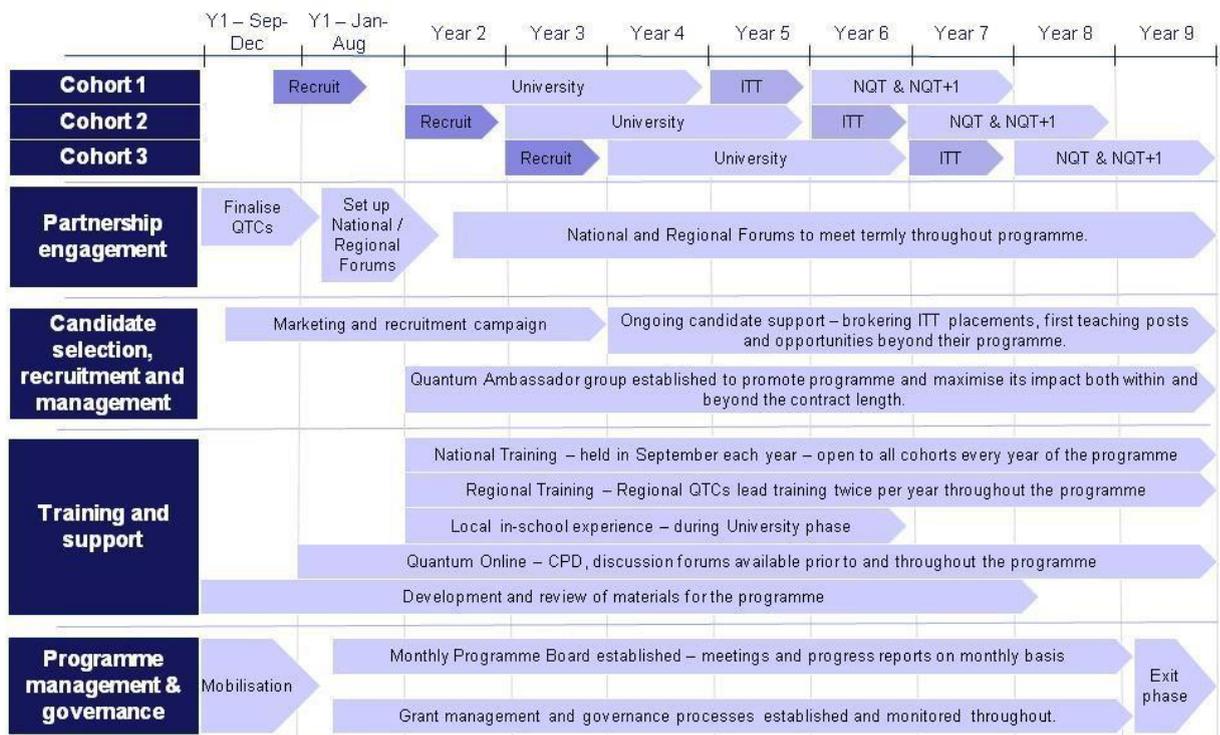
CfBT's successful track record of delivering complex educational programmes demonstrates our strong credentials in programme and project management (PPM). Our QTP PPM methodology, founded upon PRINCE2, consists of twelve critical

elements to achieve consistently high standards of delivery:



A detailed project plan that includes a methodology and narrative setting out delivery of the three cohorts

The QTP Mobilisation Project Manager will integrate each of our methodologies, activities and projects into a single detailed plan upon contract award. A high-level indicative plan is set out below:



Appropriate strategy for data collection and recording management information and to communicate this to DfE

Our dedicated QTP software will provide the following integrated system:

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- A public website to promote the programme to potential applicants and schools and manage the application process
- An Activity Tracker, which will:
 - provide information for KPI reporting, informing monthly progress ‘touch-points’ and quarterly contract reviews with the DfE;
 - enable programme partners and CfBT to record and track candidate progress and performance against personal development plans and identified training priorities;
 - link to our corporate ERP system to distribute student payments.

Engaging in ongoing evaluation of the programme

A detailed evaluation framework will be agreed with NCTL upon award of contract. Mapping backwards from the programme outcomes, measurable KPIs will be linked to each outcome to form the basis for ongoing programme evaluation. Possible KPIs for the programme include:

Outcome	KPI
330 high-quality A level students select maths- and physics-related degrees and undertake ITT	110 candidates recruited on to each QTP cohort 100% of candidates who obtain QTS are guaranteed a teaching place within the QTP.
Undergraduates gain in-school experience and receive additional training	100% of candidates receive a minimum of 3 days of in-school experience annually 1 national and 3 regional events provided annually
Candidates developed into outstanding teachers who remain in the profession and have a positive impact on quality of maths/physics T&L	Proportion of candidates graded ‘Good’ or ‘Outstanding’ in their QTS and in NQT & NQT+1 years exceeds ITT national average. 100% of candidates placed in schools with particular need for maths/physics teachers.

Milestones and the steps required to achieve them

Finalised milestones will be agreed with NCTL following contract award. The key milestones for the first 2 years of the programme are shown below:

	Milestone	Date	Key steps
1.	Mobilisation complete	January 2016	<ul style="list-style-type: none"> • Contract signed and KPIs agreed • Central team in post • Programme Board established • Marketing and recruitment campaign and processes developed • PID complete and agreed
2.	Recruitment of first cohort	August 2016	<ul style="list-style-type: none"> • Assessment centres held • Provisional offers issued in Spring term

			<ul style="list-style-type: none"> Offers confirmed following A level results
3.	First phase of grant payments made to first cohort.	September 2016	<ul style="list-style-type: none"> Grant management governance and assurance processes established Grants distributed by CfBT to [REDACTED]
4.	Training and support provided for first year	August 2017	<ul style="list-style-type: none"> National event delivered Induction provided for all candidates Candidates complete 2x3 days blocks of in-school experience

A risk register that details key risks and demonstrates an understanding of triggers and an effective use of mitigation and contingency planning

The QTP Project Manager will produce a detailed risk register upon contract award. However, we have identified some of the key risks, mitigation and contingency planning below:

Risk Description	Probability	Impact	Risk Mitigation	Strength of Mitigation	Net Risk
<i>Insufficient numbers of appropriately-qualified candidates sign up in first year</i>	Medium	High	<ul style="list-style-type: none"> Sector-led marketing approach will provide national network of schools, colleges, and maths/physics organisations that will directly engage potential candidates, in addition to other key channels such as social media, and NCS CIAG. 	Strong	Low
<i>Candidates do not remain on the programme throughout the 6 year programme</i>	High	High	<ul style="list-style-type: none"> Clear support and governance structure in place for candidates to ensure effective monitoring and escalation of any concerns about retention and performance. 	Strong	Medium
<i>Candidates who leave programme do not pay back grant leading to reduced value for money</i>	High	High	<ul style="list-style-type: none"> Rigorous quality and monitoring system will successfully recruit and retain the most committed candidates. Dedicated Grant Manager will manage grant payment and, if necessary, clawback process 	Strong	Medium

Identification of key dependencies to secure the best value for money

- Successful candidate recruitment and retention.
- High quality training throughout programme (undergraduate and ITT).
- Buy-in from schools to create sector-led momentum.
- Expert project management and experience of delivering complex national programmes to ensure investment input is converted efficiently into results.
- Rigorous cost control and effective supply chain management.
- High reliability grant management strategy.

- Use of established infrastructure to train greater numbers of maths/physics teachers than defined in scope.

A strategy for management of grant funding, demonstrating clear governance controls and assurance practices in line with government policy, and consideration of a security plan.

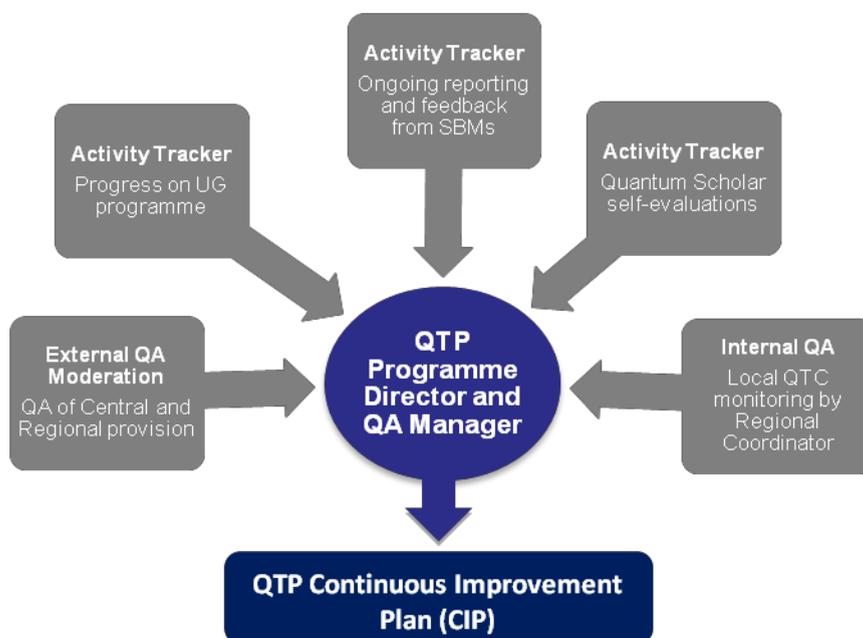
We will put into place a transparent and robust Grant Management strategy in line with CfBT’s Corporate Standard Operating Procedures and HM Treasury’s ‘Managing Public Money’ handbook (August 2015). Our approach will draw on CfBT’s grant management experience (for example, the FTTP Professional Development Grant programme and £150m UK Aid Direct Global Poverty Action Fund). The QTP Grants Manager will hold day-to-day responsibility for grant disbursement and overall ownership of the relevant business processes, including those for appeals and clawback. Governance controls, including final approval and evaluation of grant evaluations, will sit with the Programme Board. Grant disbursement will be scrutinised by both our internal Audit Committee and CfBT’s external auditor, BDO.

Consideration of a security plan

The QTP Security Plan, informed by CfBT’s Cyber Essentials accreditation, will feature workstreams addressing Information Risk Management; Secure Configuration; User Roles; Incident management; Information Access; Mobile Devices and a Data Disposal Strategy.

Consistent model for monitoring and quality assuring all candidates’ progress including detailed criteria for monitoring performance and assessing teaching work

The QTP monitoring and QA model is detailed diagrammatically below:



Monitoring trainee performance

Teacher Preparation Phase (Years 1-3):

- Each trainee will be assigned a School-Based Mentor (SBM), who will be their main source of QTP mentoring during their undergraduate years;

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- SBMs will create a Personal Development Plan for each trainee, against which their progress against the key competencies will be monitored and evaluated;
- SBMs will complete a simple online progress report for their [REDACTED] [REDACTED] at defined 'touch-points', grading each trainee as 'high performing', 'on track' or 'causing concern' against clear guidance for each category;
- [REDACTED] will also complete a half-termly self-evaluation using the Activity Tracker to record their perceptions of their progress and identify opportunities for programme enhancement.

Regional Coordinators will be responsible for overseeing the quality and consistency of the training across the Local QTCs, ensuring that all quality assurance procedures are implemented correctly. In order to ensure consistency of mentoring standards and gradings within their schools, all SBMs will receive thorough initial training and participate in ongoing moderation sessions throughout the programme.

CfBT will audit all assessments monthly and follow up any 'causing concern' designations with the Regional Coordinator. We will also speak to the candidate to identify any issues with the Regional or Local QTC. In all cases, we will develop an intervention plan tailored to the individual's specific issues.

Teacher Training Phase (ITT):

Following the undergraduate phase, [REDACTED] will either continue on to the ITT stage at their Local QTC or will be transferred to another SCITT within the QTC network if they move location.

During the ITT phase, general quality assurance and progress monitoring will follow the established processes of the host SCITT. [REDACTED] assigned SBMs will continue to complete the online Activity Tracker to record their progress against QTP criteria.

Teacher Practice (NQT and NQT+1):

Upon successful completion of the ITT year, [REDACTED] will become [REDACTED] for their NQT and NQT+1 practice, receiving day-to-day support from a mentor assigned by their placement school. The placement school will submit progress reports via the Activity Tracker, monitored by the CfBT QTP Team.

Assessing teaching work

[REDACTED] will be required to evaluate critically all of the lessons that they deliver against the Teachers' Standards in order to embed an ethos of habitual reflective practice. These evaluations will be discussed with their SBM to help them to identify on-going targets for their teaching and then discuss how effectively these have been put into practice.

[REDACTED] progress will be assessed at the end of each half term against the Teachers' Standards and awarded a grade for each. These will be uploaded to the Activity Tracker for review by the QTP team.

CfBT's tried-and-tested approach to managing exits will ensure that both the final cohort and those involved in the day-to-day delivery of the programme will be disrupted as little as possible. CfBT's exit strategy will be managed using our corporate exit/transition toolkit. A detailed Exit Plan covering each project workstream will be produced within the first year of the contract, providing a clear plan of action for each element of successful contract exit.

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Ahead of contract exit, an Exit Project Management team will be established. The Exit Project Management Team will have clearly-defined accountabilities for the full range of workstreams. Key Exit Strategy activities will include the following:

Key activities	Timing
<p>Detailed Exit Strategy produced using standardised workstreams and encompassing activities such as:</p> <ul style="list-style-type: none"> • Project management • Data transfer and process handover. For example, the data transfer will be encrypted and transferred in an appropriately secure manner in line with NCTL standards. • Robust security plan to ensure all departmental and personal data will be protected • Control of intellectual property • ICT systems transfer and training of new users • Asset removal • Communications • Finance/Legal issues 	Within first year of contract award.
Exit Project Management team established	6-8 months prior to end of contract

Transformation Roadmap produced and agreed with NCTL.	6-8 months prior to end of contract
Detailed Exit Strategy plan reviewed and agreed with NCTL.	
Agreement of any transferable liabilities, contracts and project activities on exit/transition.	6-8 months prior to end of contract
Governance structure agreed and established for exit phase with monitoring meetings between key stakeholders until close of contract.	Monthly from 6 months prior to the end of contract

In the event of early termination of the contract, programme specific issues which we will address in our Exit Strategy may include:

- grant management commitments to be maintained by CfBT or an appropriate body to maintain payments to grantees pending confirmation of contractual Termination rights
- transfer strategy to ensure all candidates are appropriately supported to continue their ITT in our network schools
- communications with pipeline candidates to help them make alternative arrangements and wherever possible retain their interest in a career in teaching.

Clarifications:

Strategy for data *collection*, as opposed to management.

The key tool for recording and analysing management information data will be our Activity Tracker (AT) software. This will create a database of all non-financial programme data, allowing programme management and delivery staff access to live reports. It will also give programme management staff and NCTL access to regular

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KPI reporting and the ability to generate ad hoc reports as required. Financial reporting will be managed through our corporate ERP system, Agresso.

A variety of users will be responsible for data collection and entry. Permission levels will be set within the system to prevent unauthorised deletion or viewing of confidential information. We propose three tiers of access to AT:

- **Owner (read access/limited write access):** Used by candidates to review their progress and input details as required.
- **Programme Delivery (read/write access):** Used by programme and delivery to input details as required and monitor progress of local cohorts.
- **Manager (read/write access, with additional access to confidential content):** used by the Programme Director and Regional Coordinators. Allows reporting and aggregation.

The following table outlines our initial expectations for data fields and the collection method for each. Data will be collected and secured in accordance with all relevant contractual and legislative obligations, including the Data Protection Act, 1998.

Data Field	Collection Method	Frequency
Recruitment and selection		
Application data (numbers, demographic information and protected characteristics)	Direct transfer to AT from web portal	Live
Application evaluation scores (each assessor and moderated)	Input to AT by assessors	Within 5 days of event
Selection Day scores (by activity)	Input to AT by Regional Coordinator	Within 5 days of event
Programme support		
Candidate personal information (name, contact details, UG course and contact, host/placement school, SBM details)	Input to AT by candidate/Regional Coordinator. AT generates automatic termly reminder to update	Live
Network school data (teacher demand; school quality and performance data; outcomes for trainees)	Monitored, input and updated by Programme Coordinator	Reviewed termly
Training data (attendance, session feedback)	Attendance input to AT by Regional Coordinator; session feedback via online survey	Within 5 days of event
██████████ progress profile (personal learning objectives, SBM feedback, causing concern designation)	Input and updated by School Based Mentors; QA by Regional Coordinator	Reviewed half termly
██████████ self evaluation and satisfaction survey	Online survey completed by candidate	Bi-annual
██████████ undergraduate progress report	Online survey distributed by Programme Coordinator, completed by designated university contact	Bi-annual

ITT/QTS		
Induction attendance and feedback	Input to AT by Regional Coordinator; feedback via online survey	Within 5 days of induction
Interim assessment grades	Input to AT by ITT Visiting Tutor/SBM	Live
Key task and assignment completion/grade	Input to AT by ITT Visiting Tutor/SBM	Live
Attendance	Input to AT by ITT Visiting Tutor/SBM	Monthly
Candidate evaluation forms	Online survey completed by candidate	Termly
Final assessment completion/grade	Input to AT by ITT Final Assessor	As completed
Quality Assurance		
ITT completion rates	Input to AT by Regional Coordinator	Annual
Programme quality (external moderation and Ofsted)	Monitored, input and updated by Programme Coordinator	Reviewed termly
Quality and range of placements	ITT QA report, input to AT by Regional Coordinator	Annual
Accuracy of assessment	ITT QA report, input to AT by Regional Coordinator	Annual
Employment rates	Monitored, input and updated by Candidate Support Officer	Annual
Financial/Grant Management		
Management accounts (YTD budget and actual)	Completed by Finance Officer, input to ERP	Monthly
Grant management (payment, at risk, clawback)	Completed by Finance Officer, input to ERP	Bi-annual and as required

To ensure the integrity of our data collection process our programme team will employ tests and checks based on the following five data principles, known as 'CACTI':

- **Completeness.** Datasets will not contain any gaps.
- **Accuracy.** Checks will be carried out to make sure data are a true representation of what they measure/record.
- **Consistency.** The same counting rules are used at all times, with necessary deviations clearly identified.
- **Timeliness.** Data are returned and processed in a timely manner. Data submissions will be made on time.
- **Integrity.** By virtue of the above, the data form a robust evidence base from which to inform decision and reports.

Planned procedure for sub-contracting.

As stated in our original proposal, CfBT will be prime contract holder, accountable for successful programme delivery. All other organisations will be subcontracted to deliver closely defined outputs. These will include our proposed delivery partners (i.e. the Teaching School Alliances which will deliver aspects of the programme as Regional [REDACTED] Training Centres) and suppliers (e.g. a specialist software development company). Our excellent relationships with Teaching Schools nationally will allow us to confirm the participation of all delivery partners within two weeks of contract award. We will review the requirement for third party suppliers on a case by case basis and, where appropriate, run appropriate selection processes to ensure we deliver excellent value for money through these services.

Our planned procedure for sub-contracting these suppliers is as follows:

Before award or decision to award

- Finalise delivery network through existing relationships with identified Teaching School Alliances.
- Contact *proposed partners* to agree heads of terms and proposed delivery plan subject to contract.
- Ensure a sufficient number of proposed partners have agreed heads of terms to provide all aspects of proposed delivery plan.

After award or decision to award

(If the head contract has been signed)

- Review head contract for specific clauses requiring flow-down into first tier subcontracts, including enforceability of clauses by the Client, termination by the Client or consent of the Client to further subcontract.
- Update subcontract templates to reflect requirements of the head contract.
- Adapt templates into final subcontracts.
- Issue subcontracts to *proposed partners* for signature.

(If the head contract has not been signed, or service delivery must begin immediately)

- In view of limited time, propose providing (with the prior agreement of the Client) limited subcontracts or memoranda of understanding to proposed partners for the delivery of initial services for initial agreed cost, expressed to be subject to agreement of a final approved subcontract.
- Finalise subcontracts as soon as reasonably practicable in accordance with above procedure.

(Once proposed partners retained)

- Identify areas in which further subcontracting is required.
- Review head contract for specific clauses restricting the use of further levels of subcontractors or requiring flow-down into second tier subcontracts, and comply with any restrictions or requirements.
- Source service delivery or other required second tier subcontractors in accordance with applicable procurement and competition procedures.
- Ensure contracts awarded to such second tier subcontractors reflect the requirements of the head contract, if any.

During the life of the contract

- Should additional services or subcontractors be required, follow the above procedure, invoking change control as appropriate.
- Manage the proposed partners and subcontractors in line with any required management plan in the head contract, any best practice management requirements, and in accordance with CfBT's proposed delivery plan.

How exit strategy will secure quality for final candidates

A detailed Exit Plan covering each project workstream will be produced within the first year of the contract, providing a clear plan of action for each element of successful contract exit. Project close-down procedures will follow our PRINCE 2 PPM methodology assuring:

- Continuing support of candidates' training.
- Provision of continued access to and maintenance of programme materials.
- Transfer of Intellectual Property and IT infrastructure.
- Support for the sustained employment of candidates post ITT.
- Compilation of handover data.
- Reporting and evaluation of the project.

Ensuring quality for final candidates will be our priority. As part of any early termination negotiations, we will confirm the levels of funding available to maintain provision for final candidates. Our anticipated strategy is to transfer contractual responsibility for support of candidates completing ITT or NQT to the Regional [REDACTED] Training Centre (Teaching School Alliance). As our model is based on an enhanced version of the School Direct (Salaried) programme already delivered by these outstanding providers, we believe that this will secure quality for final candidates. We will, however, keep this strategy under review throughout the programme in case of changes to policy, funding or quality of ITT provision in these schools.

For those candidates at earlier stages in the programme, we will work with NCTL to confirm maintenance of grant management commitments, communicate alternative teacher training routes and... We will make contractual provisions for our centrally employed programme staff to mitigate the HR risks associated with early termination. NCTL can be assured that CfBT, as a major provider of public contracts, has sufficient suitably qualified programme management staff to maintain quality to candidates through to project close down.

If the contract runs to the anticipated duration, all programme delivery costs have been accounted for and final candidates will receive the same high quality programme as earlier cohorts.

How will ensure data will be protected and disposed of appropriately.

CfBT has legislative, moral and contractual responsibilities to ensure that we provide adequate protection to all information. We fully recognise the importance of the protection and disposal of data, as demonstrated by our Cyber Essentials certification. Line managers have accountability for assuring the safe handling of data: our Programme Director Richard Churches will be designated to this role. In line with the contractual requirements and CfBT's own Data and IT Asset Disposal Policy (vFeb 2015), the following principals will guide our approach to ensure the proper protection and disposal of data:

- All data must be securely erased from IT assets (equipment) in such a way that it cannot be retrieved or reconstructed once CfBT has decided that it is no longer required.
- Data classification will determine disposal and handling methods. An assessment must be performed to establish the classification of the data contained on the equipment, prior to any destruction, decommissioning or re-allocation.
- All IT assets must be returned back to our IT Service Desk (even in instances of change of user of asset) who will ensure appropriate data wiping is carried out

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and asset management databases are updated before re-allocating assets or transferring ownership.

- Anyone wishing to dispose of computer equipment must contact the IT Service Desk. When assets are due to leave CfBT (i.e. to be recycled, disposed of or destroyed) then only one of the contracted disposal companies will be used to ensure that all data is securely erased and/or transferred.
- Any 'internal' or 'confidential' information in hard copy (paper) form must be either disposed of using the confidential waste bins or shredded. Associated copies of the data must also be destroyed, including backups and archived material when that data is no longer required. Refer to the CfBT Information Classification Policy for details on classification.
- All CfBT employees are responsible for secure disposal of reusable electronic media (e.g. CD/DVDs). Similar to shredding paper reports, CDs and other non-rewritable media should either be broken or defaced by scratching before disposal.
- USB Memory sticks are to be formatted and then physically broken before being disposed.
- Where CfBT data is held by a third party, equivalent controls for data destructions must be applied.

- **Detail underlying each row of the cost matrix; what are the constituent costs/element?**

We understand your primary aim in the financial evaluation is to assess lifetime contract cost and unit cost at participant level. We have provided costs in the requested format (cost matrix). For a line by line explanation and justification of the constituent elements of each row see pages 6-10 of the Document 4.

If you require further detail on specific aspects of planned expenditure, please let us know. We will of course be happy to share our comprehensive project budget during the contracting process.

- **why:**
 - **design/development beyond FY17-18;** Design and development will continue until FY21-22 as shown in our submitted cost matrix. Continued focus on development is an important part of our programme design as this approach allows for materials and training to be constantly updated, providing content which is responsive to user feedback and emerging needs.
 - **no venue costs FY23-25;** Before starting each Academic Year we will provide an annual training event for all cohorts on the programme. These events will actually begin in FY16-17 and finish in FY23-24. However, to ensure the best value for money and availability of venues and accommodation, we anticipate costs will be incurred for each event in the previous financial year. Therefore, expenditure will be incurred between FY15-16 and FY22-23.
 - **admin, staffing & programme delivery so high FY22-24;** The costs of the programme in FY22-24 reflects the continual support we will be providing all candidates on the programme following their ITT, through annual national conferences and regular training events, which will support their development as future leaders. In addition to our core project team who will be in place throughout the programme, a Candidate Support role will be in place in Years 3-8 of the programme to provide additional support to all 330 candidates and our schools in terms of employability and brokering positions within our network. We are of course happy to discuss amendments to specific elements of our proposal

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during contract negotiation.

- o **ITT grants not starting in FY18-19?**

Between DfE Financial Years 16-17 / 17-18 / 18-19, our first cohort will be undertaking their Undergraduate course. We will therefore not incur costs for the first tranche ITT payments until Financial Year 19120.

Appendices

Appendix 1	Equality and Diversity Policy
Appendix 2	Detailed Cost Matrix
Appendix 3	Detailed Implementation Plan
Appendix 4	Project Board Membership/Organisational Chart
Appendix 5	NCTL commissioned programmes - Marketing & branding guidelines
Appendix 6	Marketing Plan
Appendix 7	Risks and Issues Register
Appendix 8	Intellectual Property Log
Appendix 9	Provider's Bid Clarification
Appendix 10	Invitation to Bid
Appendix 11	Management Information

Appendix 1 Equality and Diversity Policy

- 1.1 The Department for Education (“the Department”) is committed to creating a culture in which equality of opportunity and diversity are promoted actively and unlawful discrimination is not tolerated. The Department believes in the principles of social justice, acknowledges that discrimination affects individuals in complex ways and is committed to challenge all forms of inequality. It recognises the educational and business benefits of having a diverse community of staff and learners and, to this end, working towards building and maintaining an environment that values diversity.
- 1.2 Providers will be expected to comply with all relevant equality, diversity and equal opportunities legislation.
- 1.3 With this in mind, the Department expects the successful provider to address the following:
- The attraction, recruitment & retention of a diverse range of participants onto Programmes.
 - The provision of a culture of support which ensures that learning materials and processes enable issues of diversity to be addressed and conform to the codes of practice applied to the DfE publications with respect to diversity.
 - The implementation of policies which express commitment to diversity and also commit to processes which monitor performance and enable diversity issues to be addressed.
 - Specifically, conformity to the Equality Act 2010 and associated codes of practice e.g. with regard to the suitability of venues and the accessibility of leadership and training programme materials and internet material.



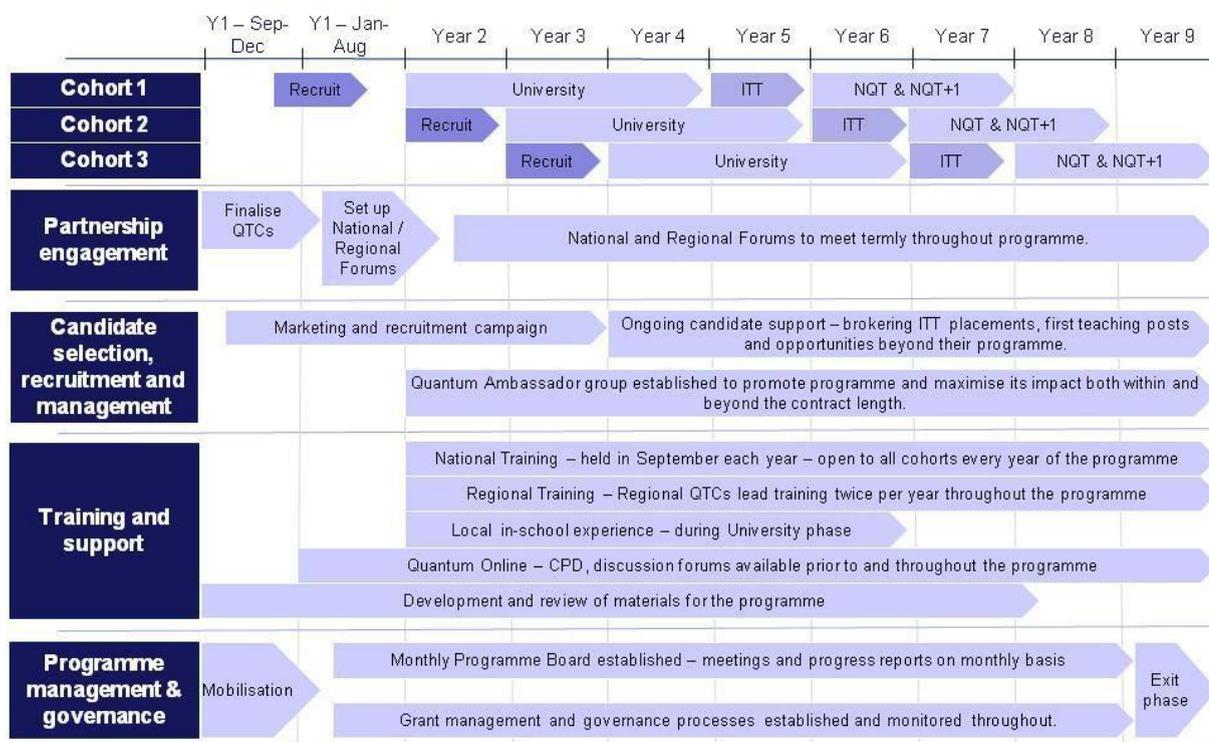
Appendix 2 Cost matrix

Sub-Totals	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
Net total:	£1,267,122	£1,986,333	£2,480,456	£2,471,409	£2,231,814	£1,634,689	£1,033,666	£531,553	£335,852
Vat total:	£143,424	£177,267	£166,091	£158,782	£138,363	£128,938	£124,233	£106,311	£67,170
Gross total:	£1,410,547	£2,163,599	£2,646,547	£2,630,190	£2,370,177	£1,763,627	£1,157,899	£637,863	£403,022

Totals	2015 - 2025	Cost per participant
Net total:	£14,436,246	£43,746
Vat total:	£1,303,249	£3,949
Gross total:	£15,739,495	£47,695
Total cost excluding participant salaries:	£15,739,495	£47,695

Appendix 3 Implementation Plan

The QTP Mobilisation Project Manager will integrate each of our methodologies, activities and projects into a single detailed plan upon contract award. A high-level indicative plan is set out below and detailed plan attached in spreadsheet entitled *Appendix 3 Implementation plan (detail)* :



Milestones and the steps required to achieve them

Finalised milestones will be agreed with NCTL following contract award.

The key milestones for the first 2 years of the programme are shown below:

	Milestone	Date	Key steps
1.	Mobilisation complete	January 2016	<ul style="list-style-type: none"> Contract signed and KPIs agreed Central team in post Programme Board established Marketing and recruitment campaign and processes developed PID complete and agreed
2.	Recruitment of first cohort	August 2016	<ul style="list-style-type: none"> Assessment centres held Provisional offers issued in Spring term Offers confirmed following A level results
3.	First phase of grant payments made to first cohort.	September 2016	<ul style="list-style-type: none"> Grant management governance and assurance processes established Grants distributed by CfBT to [REDACTED]
4.	Training and support provided for first	August 2017	<ul style="list-style-type: none"> National event delivered Induction provided for all candidates

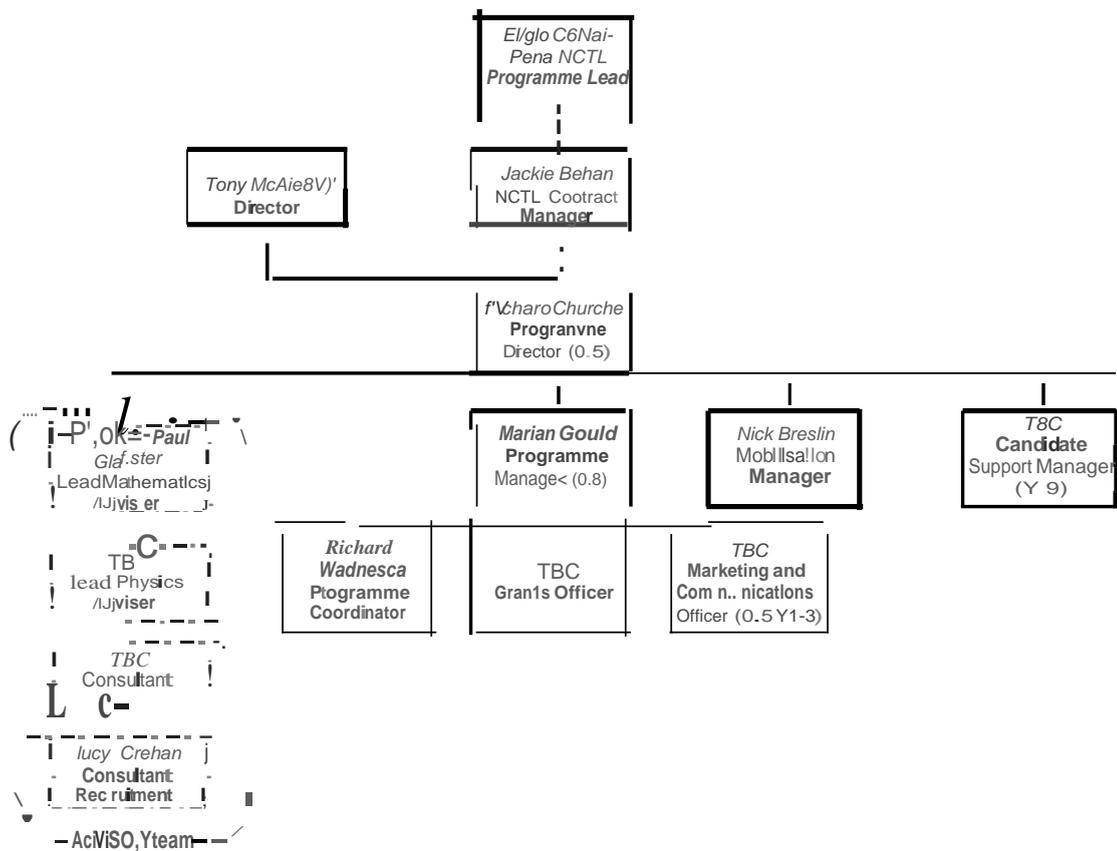
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	year		<ul style="list-style-type: none">• Candidates complete 2x3 days blocks of in-school experience
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Appendix 4 Project Board Membership/Organisational Chart

Project Board (Project Governance meeting) – monthly meetings		
Eligio Cerval-Peña	Programme Lead, NCTL	
Jackie Behan	Contract Manager, NCTL	
Jenny Hill	Project Manager, NCTL	
Gary Spencer	Project Officer, NCTL	
Andy Monaghan or colleague	Finance Partner , NCTL	As required
Sarah Malone or colleague	Marketing Lead, NCTL	As required
	Other NCTL colleagues may be invited as required	
Richard Churches	Project Director, CfBT	
Marian Gould	Project Manager, CfBT	
	Other CfBT colleagues may be invited as required	

Organisational chart



NCTL commissioned programmes

Marketing & branding guidelines

October 2015

Introduction

The following guidelines cover the roles and responsibilities of the National College for Teaching & Leadership (NCTL), Department for Education (DfE) and the Provider in terms of marketing and branding for a commissioned programme.

Background

This set of guidelines has been developed in order to protect the NCTL/DfE brand and to aid the development of new commercial relationships. Where appropriate, the NCTL/DfE¹⁸ logo can be used by our partners to indicate a funding or contractual arrangement, or some other occasion when we are directly involved or share responsibility for delivery.

The extent of the endorsement should be accurately reflected in how the logo is used. For example, text may be used alongside to make clear that a particular initiative is 'supported by' or 'funded by', and so on.

Branding

Providers must use the DfE logo on the front cover of all material produced in relation to a commissioned programme. Text may be used alongside to make clear that a particular programme is 'supported by' or 'in partnership with', and so on.

The logo should never be altered in any way (for example, separated or recreated) and must be clearly visible on all applications. An exclusion zone must be applied around the logo, which helps to ensure maximum clarity and prevents other visual elements intruding into this space.

Logo



Department
for Education

The following guidelines set out some basic dos and don'ts for using the logo in the right way.

Exclusion zone – It is important to allow space around the logo, so that it is clearly visible on all applications. This is called the exclusion zone. The exclusion zone is a distance

¹⁸ For the purposes of the A level grant programme, it has been agreed to use the DfE logo.

equivalent to the width of the Royal Coat of Arms around the identity. This is the minimum clearance; whenever possible, leave more space around the identity than the exclusion zone.

Minimum size – Please ensure that the minimum size of the logo is 30mm tall. The minimum size required for online use is 125 pixels high.

Artwork – always use the master artwork provided when reproducing the logo. Never distort or change the logo in any way and always ensure that the logo sits on a background that allows good contrast and legibility. Where the provider is producing anything other than the most basic colour application to a white background, they should seek advice from branding team via the contract manger.

Permission – only use this logo if you have been given permission by NCTL/DfE to do so.

Marketing plans

Once the Provider has developed their marketing strategy for the programme, NCTL would like to see a copy of this. When submitting plans to the NCTL contract manager please include, as a minimum, the following categories and information:

- objectives
- target market/s
- strategy/approach
- marketing activity table

All marketing proposals should be based on evidence and audience insight.

The Provider's marketing activity table should contain a list of all planned marketing initiatives and include the following fields:

- activity type
- description
- audience
- timings

All marketing and communications plans will require final approval from NCTL and the Department for Education. It is recommended that marketing activity is low or no cost and any expenditure will require clearance from NCTL. Please note that any spend over £100K requires additional clearance by the Cabinet Office.

Media relations

The responsibility for media relations will be split between NCTL/DfE and the Provider as follows:

Proactive media – including the issuing of press releases to national, regional or trade press in relation to programme activity will be the responsibility of the Provider. However, the Provider must send all press releases to the DfE press office for review and approval at least 3 days in advance of issue. All issued press releases should contain a footnote detailing the relationship between the NCTL and the Provider. (NCTL will provide this footnote).

Reactive media – any calls or enquiries from journalists unrelated to the planned proactive media work, especially those relating to sensitive issues, should be flagged with the DfE press office and contract manager office to discuss an appropriate response.

Wider communications work – any wider communications work including events, or planned social media activity should also be flagged to the DfE press office and contract manager office.

Contact details

If you have any queries regarding the promotion of your programme, please contact the NCTL contract manager.

Monitoring and review

NCTL believes that the review process is essential to strengthen and develop our relationship with the successful Provider.

When it comes to marketing, the Provider will create innovative strategies which will increase engagement and ultimately, maximise programme participation.

To ensure that NCTL can accurately monitor marketing activity, the review process will generally involve the following steps.

- Annual marketing plans should be submitted to NCTL's contract manager either by 1 August each year or as agreed with the contract manager, with any additions or amendments being communicated at the time of change.
- At the end of each term, the Provider should provide the contract manager with a sample of the promotional material produced and progress against objectives should be provided to the contract manager
- All press releases to be sent to the contract manager and NCTL's press office at least 72 hours in advance of issue for review.
- The Provider should also submit a full and detailed evaluation report within one to two months of the end of the programme or at the end of each contract year if the programme extends beyond one year.

Appendix 6 Marketing Plan

Evidence of a marketing strategy and capacity to market a national programme

Objectives

- Rapidly grow awareness of and encourage applications for the QTP from target applicant audiences.
- Position the QTP as an aspirational programme for eligible candidates.
- Build year-on-year momentum for applications through recommendation and endorsement.

Our integrated marketing strategy will:

- appeal to ideal candidates – able to identify themselves from our highly-targeted messaging.
- generate intrigue around the QTP and provide a clear call to action.
- channel candidates efficiently through to the application point [QTP website].
- create cachet around the QTP aligned with long-term career prospects.
- build a supportive community of candidates & endorsers to sustain commitment and deliver desired outcomes for the economy.

Our leverage

Year One

- First phase marketing calls on:
 - existing CfBT channels – 3300 secondary schools/sixth-forms/FE colleges through current programmes CfBT careers advice teams available endorsements – testimonials of successful maths/physics teachers; readiness of employers/personalities to back QTP;
 - CfBT's understanding of the ideal candidates - from research, recruitment and programme implementation experience;
 - CfBT's ability to create and curate great content – e.g. the impact stories of successful teachers; their former pupils' contribution to areas vital to the UK economy.

Years 2&3

- Builds on the above by:
 - following the progress, keeping the 'story' alive;
 - ensuring content (blogs from successful candidates, endorsements, thought leadership) is widely and appropriately placed;
 - highlighting connections between success of the QTP and impact on the UK economy.

Key target audiences and marketing messages

Target Audience	Marketing message	Channels
1. Current A level students	Member of prestigious QTP cohort	<ul style="list-style-type: none"> Regional and Local QTCs approach students direct QTP and DfE websites Social media Dedicated QTP app Direct promotion through National Careers Service website (SFA), NCS Partnership Managers and regional Supporting Inspiration teams
2. Mature applicants with required A levels	High-quality, school-based, pre-and post-graduate training	
	£5k p.a. during UG study	
	Guaranteed place on employment--based ITT	
3. Existing maths and physics teachers: <ul style="list-style-type: none"> at Regional and Local QTCs members of SAs / other networks 	Teachers should encourage their highest-quality students to apply to the QTP	<i>Direct approach through:</i> <ul style="list-style-type: none"> existing CfBT networks (3300+ schools & colleges) Regional and Local QTCs Subject Associations NCETM Institute of Physics STEMNET
4. Careers advisors and STEMNET ambassadors	Aspirational. grant-funded maths and physics ITT programme for target candidates	QTP electronic information packs for: <ul style="list-style-type: none"> NCS advisors through central Serco team Regional NCS providers STEMNET Ambassadors
5. Outreach tutors at top 25 Maths & Physics HEIs with approved courses	Added recruitment incentive will attract undergraduate applications	Direct contact with HEI outreach tutors
6. Regional and Local QTC TSA schools, particularly those in disadvantaged areas	Prestigious role within national programme	CfBT recruits Regional QTCs through existing SCITT & TSA links Regional QTCs recruit Local QTCs from within regional networks Local QTCs recruit other host TSA schools needing maths and physics teachers Regional & Local QTCs recruit students from TSA schools

Capacity to market a national programme

CfBT has the capacity and experience to market the QTP through:

- highly-targeted, peer-to-peer, school-led promotion through Regional and Local QTCs, and their existing networks;
- leveraging CfBT's existing school networks of 3300 secondary schools, Sixth Form and FE colleges;
- the reach of CfBT Advice and Guidance;

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- support from CfBT’s marcomms team which has successfully marketed similar national programmes;
- CfBT’s excellent record of creating and managing bespoke online components for national programmes;
- the bespoke QTP App, based on CfBT’s previous successful record of app design – see <https://itunes.apple.com/gb/app/challenging-occupational-gender/id900080658?mt=8>.

Marketing the A level maths and physics grant programme [The ██████████ Teaching Programme][The QTP]

Objectives

- To rapidly grow awareness of and encourage applications for the ██████████ Teaching Programme amongst our key target audience [high achieving maths and physics A level students progressing to identified undergraduate programmes]
- To position the ██████████ Teaching Programme as a prestigious programme for eligible candidates
- To build year on year momentum for applications from eligible candidates through recommendation and endorsement ,

Our integrated marketing strategy will:

- Appeal to the ideal candidates – able to identify themselves from our highly targeted messaging
- Generate intrigue and desirability around the QTP and provide a clear call to action
- Channel candidates quickly and easily through to the application point [the website]
- Create cachet around the programme aligned with competitiveness/selectiveness, quality of support and long term career prospects
- Build a supportive community of candidates & endorsers to sustain commitment and deliver desired outcomes for the country

Our leverage – no standing start for QTP

- With a condensed timeframe from award of contract to impact, our first phase marketing calls on:
 - our existing channels – 3,300 secondary schools/sixth forms/FE colleges through current programmes
 - our careers programmes in to IAG and CAS sectors
 - available endorsements – the personal stories of successful long term maths/physics teachers; the readiness of employers, personalities etc to back this initiative
 - our understanding, from research, recruitment and programme implantation of the ideal candidates
 - our ability to create and curate great content – eg the impact stories of successful teachers – their former pupils impact in areas vital to the UK economy
- Our second phase of marketing builds on the above
 - Follows the progress, keeps the ‘story’ alive
 - Ensures content [blogs from successful candidates, endorsements, thought leadership etc] is widely but appropriately placed
 - Highlights connections between success of the programme and impact on the UK economy

Next steps

Background work prior to starting marketing programme would include:

Content:

- Identifying and creating the stories – some video, some photography and copy, of maths and physics teachers of long standing; why they are still teaching the careers their former pupils now have.

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- Using our 3,300 school contact points, focus on excellent schools in underprivileged areas
- Identifying and creating same for pupils of these teachers if at all possible
 - What my maths/physics teacher made me realise/ why I'm glad I had such a determined teacher/ the confidence those skills give me in the workplace.
- Identifying and creating commentary from employers about the value of these subjects to the economy
 - Give eggs from our Core Maths programme, from Deidre Hughes employer group, including press coverage and radio interviews carried out by M Blaylock
- Identifying and contact personalities – Alex Bellos, Dara O'Brien – [check approaches by Core Maths first]

Targeting [to minimise waste]:

- We know the characteristics of good maths and physics teachers
- We know which regions we want to target
- We know which 'buttons' to press, which messages will resonate and provide a strong call to action with students

Tone of voice

- Energised, with serious intent
- Special focus – only the truly committed need apply
- Subject expertise evident – to attract those 'in the know'
- Limited offer – to attract the best, and to enhance appeal

Potential themes to attract motivated students with a desire to pass on their passion for their subject

- 'You find this simply beautiful' [maths equation, theorem, image of outer space,...]. Now make sure X thousand other people do too [no. of pupils they will reach in their career]
- 'If you find [as above] simply beautiful, we want you to make sure x,000 others do too. Interested? [Direct to website for more info]
- Meet the mathematicians – see below
- 'I didn't get where I am today' without... my maths / physics teacher [successful entrepreneurs, leading industrialists, and then a range of levels and sectors represented - perfumiere, restaurateurs, farmer etc]
- Build in the language of maths and physics to our copy; eg 'probability of successful career/your career trajectory.

Being supportive once underway

- Stories, blogs, commentary on children from underprivileged environments who now have the skills to get in demand jobs
- Above give recognition, praise and reward to those committing to their moral obligation to teach in less desirable areas
- Selected enthused candidates will blog their process and unite their cohort of fellow QTP students to inspire beyond QTP – the advocacy programme as mentioned in the bid
- Using the reach of CfBT – connecting selected candidates with international contacts [Singapore]
- Using our reach through our thought leadership, own blogs, articles, commentary and presentations to include this programme [and hence the motivation of the government to improve outcomes in this area]

Channels

- Website – dedicated pages and 'branded' design; good content management
- Featured on other websites – CfBT [international exposure] and CfBT press and promotion etc
- Social media – how so? Can we quickly find out about the SM habits of maths and physics A level students?

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- [REDACTED] online forum
- Core Maths website?

Materials

- Website pages and content
- Content for other student preferred sites and school sites; teacher recruitment sites
- Teacher handouts and student leaflets [same item]; careers advisers [in school]
- Video testimonials for website and photo/copy testimonials [in handout]
- Powerpoint presentations
- Stakeholder comms – produced in house to fully leverage the relationship with our 11 excellent schools and ensure the regional coordinators have the information, messaging and materials to reach their targets.

Process

- Requires repetition and follow through - introduce the idea, introduce the programme, follow up, sign up
- Requires 'sponsorship' by teachers who know their students best
- Frequency of contact – measure hits and conversion rate from website in part to determine repetition and retargeting

Questions

- 'Branding' of programme: which approach is most likely to resonate with target audience?
 - Consider – who will students see as the sponsor, and are they credible in this context?
 - This is carrot not stick – but to appeal to a select group – for the best of their type
 - The end result is great communicators in their specialist subject, recognised in the profession and beyond
 - Higher status individuals within the teaching profession – valued colleagues, career educationalists.
 - Does the branding and delivery of the programme reflect this?
- How does this link with existing marketing campaigns for teaching generally and STEM particularly?
 - How do we build on rather than reinvent the wheel?
 - How do we ensure this campaign is complementary to what is already out there or planned?
 - How do we capture and keep warm good but unsuccessful applicants to this programme?
 - How can we incentivise the Campus Ambassador role? This has potential.

Appendix 8 Intellectual Property Log

- Recruitment process as detailed in Section 8.01.2.
- Diagram describing CIBT's PPM methodology in Section 9.01.1.
- Sections detailing CIBT's solution design, in particular the diagram and text in the *detailed plan* section of Section 8.02.

Appendix 9 Provider’s Bid Clarification

CfBT Education Trust: Response to Clarifications for RFX105 (26/08/15)

9.01 Clarify:

Strategy for data *collection*, as opposed to management.

The key tool for recording and analysing management information data will be our Activity Tracker (AT) software. This will create a database of all non-financial programme data, allowing programme management and delivery staff access to live reports. It will also give programme management staff and NCTL access to regular KPI reporting and the ability to generate ad hoc reports as required. Financial reporting will be managed through our corporate ERP system, Agresso.

A variety of users will be responsible for data collection and entry. Permission levels will be set within the system to prevent unauthorised deletion or viewing of confidential information. We propose three tiers of access to AT:

- **Owner (read access/limited write access):** Used by candidates to review their progress and input details as required.
- **Programme Delivery (read/write access):** Used by programme and delivery to input details as required and monitor progress of local cohorts.
- **Manager (read/write access, with additional access to confidential content):** used by the Programme Director and Regional Coordinators. Allows reporting and aggregation.

The following table outlines our initial expectations for data fields and the collection method for each. Data will be collected and secured in accordance with all relevant contractual and legislative obligations, including the Data Protection Act, 1998.

Data Field	Collection Method	Frequency
Recruitment and selection		
Application data (numbers, demographic information and protected characteristics)	Direct transfer to AT from web portal	Live
Application evaluation scores (each assessor and moderated)	Input to AT by assessors	Within 5 days of event
Selection Day scores (by activity)	Input to AT by Regional Coordinator	Within 5 days of event
Programme support		
Candidate personal information (name, contact details, UG course and contact, host/placement school, SBM details)	Input to AT by candidate/Regional Coordinator. AT generates automatic termly reminder to update	Live

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Network school data (teacher demand; school quality and performance data; outcomes for trainees)	Monitored, input and updated by Programme Coordinator	Reviewed termly
Training data (attendance, session feedback)	Attendance input to AT by Regional Coordinator; session feedback via online survey	Within 5 days of event
██████████ progress profile (personal learning objectives, SBM feedback, causing concern designation)	Input and updated by School Based Mentors; QA by Regional Coordinator	Reviewed half termly
██████████ self evaluation and satisfaction survey	Online survey completed by candidate	Bi-annual
██████████ undergraduate progress report	Online survey distributed by Programme Coordinator, completed by designated university contact	Bi-annual
ITT/QTS		
Induction attendance and feedback	Input to AT by Regional Coordinator; feedback via online survey	Within 5 days of induction
Interim assessment grades	Input to AT by ITT Visiting Tutor/SBM	Live
Key task and assignment completion/grade	Input to AT by ITT Visiting Tutor/SBM	Live
Attendance	Input to AT by ITT Visiting Tutor/SBM	Monthly
Candidate evaluation forms	Online survey completed by candidate	Termly
Final assessment completion/grade	Input to AT by ITT Final Assessor	As completed
Quality Assurance		
ITT completion rates	Input to AT by Regional Coordinator	Annual
Programme quality (external moderation and Ofsted)	Monitored, input and updated by Programme Coordinator	Reviewed termly

Quality and range of placements	ITT QA report, input to AT by Regional Coordinator	Annual
Accuracy of assessment	ITT QA report, input to AT by Regional Coordinator	Annual
Employment rates	Monitored, input and updated by Candidate Support Officer	Annual
Financial/Grant Management		
Management accounts (YTD budget and actual)	Completed by Finance Officer, input to ERP	Monthly
Grant management (payment, at risk, clawback)	Completed by Finance Officer, input to ERP	Bi-annual and as required

To ensure the integrity of our data collection process our programme team will employ tests and checks based on the following five data principles, known as 'CACTI':

- **Completeness.** Datasets will not contain any gaps.
- **Accuracy.** Checks will be carried out to make sure data are a true representation of what they measure/record.
- **Consistency.** The same counting rules are used at all times, with necessary deviations clearly identified.
- **Timeliness.** Data are returned and processed in a timely manner. Data submissions will be made on time.
- **Integrity.** By virtue of the above, the data form a robust evidence base from which to inform decision and reports.

Planned procedure for sub-contracting.

As stated in our original proposal, CfBT will be prime contract holder, accountable for successful programme delivery. All other organisations will be subcontracted to deliver closely defined outputs. These will include our proposed delivery partners (i.e. the Teaching School Alliances which will deliver aspects of the programme as Regional [REDACTED] Training Centres) and suppliers (e.g. a specialist software development company). Our excellent relationships with Teaching Schools nationally will allow us to confirm the participation of all delivery partners within two weeks of contract award. We will review the requirement for third party suppliers on a case by case basis and, where appropriate, run appropriate selection processes to ensure we deliver excellent value for money through these services.

Our planned procedure for sub-contracting these suppliers is as follows:

Before award or decision to award

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- Finalise delivery network through existing relationships with identified Teaching School Alliances.
- Contact *proposed partners* to agree heads of terms and proposed delivery plan subject to contract.
- Ensure a sufficient number of proposed partners have agreed heads of terms to provide all aspects of proposed delivery plan.

After award or decision to award

(If the head contract has been signed)

- Review head contract for specific clauses requiring flow-down into first tier subcontracts, including enforceability of clauses by the Client, termination by the Client or consent of the Client to further subcontract.
- Update subcontract templates to reflect requirements of the head contract.
- Adapt templates into final subcontracts.
- Issue subcontracts to *proposed partners* for signature.

(If the head contract has not been signed, or service delivery must begin immediately)

- In view of limited time, propose providing (with the prior agreement of the Client) limited subcontracts or memoranda of understanding to proposed partners for the delivery of initial services for initial agreed cost, expressed to be subject to agreement of a final approved subcontract.
- Finalise subcontracts as soon as reasonably practicable in accordance with above procedure.

(Once proposed partners retained)

- Identify areas in which further subcontracting is required.
- Review head contract for specific clauses restricting the use of further levels of subcontractors or requiring flow-down into second tier subcontracts, and comply with any restrictions or requirements.
- Source service delivery or other required second tier subcontractors in accordance with applicable procurement and competition procedures.
- Ensure contracts awarded to such second tier subcontractors reflect the requirements of the head contract, if any.

During the life of the contract

- Should additional services or subcontractors be required, follow the above procedure, invoking change control as appropriate.
- Manage the proposed partners and subcontractors in line with any required management plan in the head contract, any best practice management requirements, and in accordance with CfBT's proposed delivery plan.

10.02 Clarify:

How exit strategy will secure quality for final candidates

A detailed Exit Plan covering each project workstream will be produced within the first year of the contract, providing a clear plan of action for each element of successful contract exit. Project close-down procedures will follow our PRINCE 2 PPM methodology assuring:

- Continuing support of candidates' training.
- Provision of continued access to and maintenance of programme materials.

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- Transfer of Intellectual Property and IT infrastructure.
- Support for the sustained employment of candidates post ITT.
- Compilation of handover data.
- Reporting and evaluation of the project.

Ensuring quality for final candidates will be our priority. As part of any early termination negotiations, we will confirm the levels of funding available to maintain provision for final candidates. Our anticipated strategy is to transfer contractual responsibility for support of candidates completing ITT or NQT to the Regional [REDACTED] Training Centre (Teaching School Alliance). As our model is based on an enhanced version of the School Direct (Salaried) programme already delivered by these outstanding providers, we believe that this will secure quality for final candidates. We will, however, keep this strategy under review throughout the programme in case of changes to policy, funding or quality of ITT provision in these schools.

For those candidates at earlier stages in the programme, we will work with NCTL to confirm maintenance of grant management commitments, communicate alternative teacher training routes and... We will make contractual provisions for our centrally employed programme staff to mitigate the HR risks associated with early termination. NCTL can be assured that CfBT, as a major provider of public contracts, has sufficient suitably qualified programme management staff to maintain quality to candidates through to project close down.

If the contract runs to the anticipated duration, all programme delivery costs have been accounted for and final candidates will receive the same high quality programme as earlier cohorts.

How will ensure data will be protected and disposed of appropriately.

CfBT has legislative, moral and contractual responsibilities to ensure that we provide adequate protection to all information. We fully recognise the importance of the protection and disposal of data, as demonstrated by our Cyber Essentials certification. Line managers have accountability for assuring the safe handling of data: our Programme Director Richard Churches will be designated to this role. In line with the contractual requirements and CfBT's own Data and IT Asset Disposal Policy (vFeb 2015), the following principals will guide our approach to ensure the proper protection and disposal of data:

- All data must be securely erased from IT assets (equipment) in such a way that it cannot be retrieved or reconstructed once CfBT has decided that it is no longer required.
- Data classification will determine disposal and handling methods. An assessment must be performed to establish the classification of the data contained on the equipment, prior to any destruction, decommissioning or re-allocation.
- All IT assets must to be returned back to our IT Service Desk (even in instances of change of user of asset) who will ensure appropriate data wiping is carried out and asset management databases are updated before re-allocating assets or transferring ownership.
- Anyone wishing to dispose of computer equipment must contact the IT Service Desk. When assets are due to leave CfBT (i.e. to be recycled, disposed of or destroyed) then only one of the contracted disposal companies will be used to ensure that all data is securely erased and/or transferred.
- Any 'internal' or 'confidential' information in hard copy (paper) form must be either disposed of using the confidential waste bins or shredded. Associated copies of the data must also be

destroyed, including backups and archived material when that data is no longer required. Refer to the CfBT Information Classification Policy for details on classification.

- All CfBT employees are responsible for secure disposal of reusable electronic media (e.g. CD/DVDs). Similar to shredding paper reports, CDs and other non-rewritable media should either be broken or defaced by scratching before disposal.
- USB Memory sticks are to be formatted and then physically broken before being disposed.
- Where CfBT data is held by a third party, equivalent controls for data destructions must be applied.

12 Clarify:

- **Detail underlying each row of the cost matrix; what are the constituent costs/element?**

We understand your primary aim in the financial evaluation is to assess lifetime contract cost and unit cost at participant level. We have provided costs in the requested format (cost matrix). For a line by line explanation and justification of the constituent elements of each row see pages 6-10 of the Document 4.

If you require further detail on specific aspects of planned expenditure, please let us know. We will of course be happy to share our comprehensive project budget during the contracting process.

- **why:**
 - **design/development beyond FY17-18;** Design and development will continue until FY21-22 as shown in our submitted cost matrix. Continued focus on development is an important part of our programme design as this approach allows for materials and training to be constantly updated, providing content which is responsive to user feedback and emerging needs.
 - **no venue costs FY23-25;** Before starting each Academic Year we will provide an annual training event for all cohorts on the programme. These events will actually begin in FY16-17 and finish in FY23-24. However, to ensure the best value for money and availability of venues and accommodation, we anticipate costs will be incurred for each event in the previous financial year. Therefore, expenditure will be incurred between FY15-16 and FY22-23.
 - **admin, staffing & programme delivery so high FY22-24;** The costs of the programme in FY22-24 reflects the continual support we will be providing all candidates on the programme following their ITT, through annual national conferences and regular training events, which will support their development as future leaders. In addition to our core project team who will be in place throughout the programme, a Candidate Support role will be in place in Years 3-8 of the programme to provide additional support to all 330 candidates and our schools in terms of employability and brokering positions within our network. We are of course happy to discuss amendments to specific elements of our proposal during contract negotiation.
 - **ITT grants not starting in FY18-19?** Between DfE Financial Years 16-17 / 17-18 / 18-19, our first cohort will be undertaking their Undergraduate course. We will therefore not incur costs for the first tranche ITT payments until Financial Year 19/20.



National College for
Teaching & Leadership

RFx105 – A level grants programme to boost maths/physics teacher recruitment

July 2015

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Procurement specification

Supplier notice

Please note that responses need to be made electronically through REDIMO by completing evaluation sections and questions. Further guidance on this process can be found by downloading them from REDIMO or via GOV.UK.

Title	RFx105 – A level grants programme to boost maths/physics teacher recruitment
Procurement lead	Sally Duffy
Contract manager	Eligio Cerval-Peña

Requirement background

- The National College for Teaching and Leadership (NCTL) is looking for bidders to pilot nationally a new programme to attract 330 high-quality¹⁹ A level students²⁰ (as outlined in the cohort timeline – Document 5) to select maths- and physics-related degrees, and then to go into teaching.
- The A level grants programme (“the Programme”) presents an opportunity to engage with and recruit high-quality A level maths and physics students, to develop them into outstanding teachers who will remain in the profession and have a positive impact on children and young people.
- Programme candidates will receive financial support while studying toward their undergraduate maths- or physics-related degree, gain school experience and receive additional training while still at university. They will also receive on-the-job teacher training, subject to successfully completing their studies. No other route into teaching offers financial support and the chance to earn a salary in their training year.
- The Programme is part of the wider package of initiatives, and will be a prestigious new programme to encourage high-quality A level students to select maths- and physics-related degrees and go into teaching, at a time when we can influence both their choice of degree and career. We will be looking for candidates with a clear commitment to teaching and a strong academic record in their chosen subject.
- NCTL is an executive agency of the Department for Education (DfE). Its purpose is to improve the quality of the education workforce and support the development of a school-led system. It is a DfE priority to develop a great workforce with strong leadership. The Programme specifically contributes to this priority by increasing the number of specialist maths and physics teachers in the classroom.
- Work has been underway in DfE on how to increase the take-up of science, technology, engineering and maths (STEM). This included maths and physics progression at A level.
- On 8 December 2014, the Prime Minister announced a five-year £67m commitment to fund a package of policies to attract more high-quality candidates to teach maths and physics.
- Maths and physics skills are vital to the economy, and countries that perform well in international tests enjoy stronger economic growth and rising wealth. However, most girls and boys stop studying maths or physics at 16 – only 8% take A level physics and only 20% take A level maths. Of those taking A levels, the figures for girls are particularly low for physics, with only 3.6% taking A level compared with 19.2% of boys.
- Evidence about different education systems around the world shows that the most important factor in determining how well children do is the quality of teachers and teaching. There is also widespread agreement about the importance of specialist teachers.

Mandatory requirements

As part of this specification there are a number of specific requirements which must be met. These can be found

¹⁹ High-quality A level students are deemed to be those achieving grade B or above in maths and/or physics or equivalent qualifications, e.g. International Baccalaureate Diploma.

²⁰ Also includes mature applicants who have the relevant A levels at the appropriate grade, as the programme is not exclusively targeted at school-age pupils.

within the evaluation sections of REDIMO. Please note that NCTL may at its absolute discretion refuse to consider your bid further dependent on the answers given to these requirements.

The specification in this Invitation to Bid is designed to give information for providers interested in delivering a contract for the development and delivery of the Programme. It sets out the contract requirements and the evaluation criteria which NCTL will apply to choose its service provider/s.

Bidders will need to be able to confirm the following programme specific mandatory requirements (Evaluation Section 2 cross-references to evaluation criteria provided):

7.01 Do you declare that to the best of your knowledge the answers submitted in the PQQ (sections 1-5) are accurate? In doing so you will confirm that you understand that the information will be used in the process to assess your organisation's suitability to be invited to tender for the Authority's requirement. You will also accept that the Contracting Authority may reject this PQQ if there is a failure to answer all relevant questions fully or if false/misleading information is provided.

7.02 Are you willing to take out the level of insurance deemed appropriate with respect to this contract?

7.03 Please confirm that your organisation has the capacity to deliver against the required delivery timescales following contract award.

7.04 Please confirm that your organisation can commit to recruiting and delivering 3 cohorts, between 2015 and 2024, reaching 110 participants in each cohort.

7.05 Please confirm that any accredited ITT provider involved in the Programme is currently Ofsted rated 1 (Outstanding) or 2 (Good) in both Overall Effectiveness and Capacity to Improve categories in phase/s for which they are responsible for training.

Detailed requirements (THE SERVICES)

1. Programme principles

The bidder(s) will be required to deliver a high-quality Programme, which should include but not be limited to:

- a clear strategy for how the bidder will deliver the Programme nationally.
- building a cohort which can be shown by the bidder to have a clear commitment to teaching.
- developing a supportive package of additional experience and training in the undergraduate phase to develop teaching skills prior to starting the initial teacher training (ITT) year.
- recruiting 110 A level students per cohort (to a maximum of 3 cohorts) nationally. A level students in this specification also includes mature applicants who have the relevant A levels at the appropriate grade, as the programme is not exclusively targeted at school age pupils.
- creating a marketing and engagement strategy, and marketing the Programme to schools from October 2015, and influencing degree choices of A level students throughout the autumn term before the UCAS deadline of 15 January 2016, and similarly for each subsequent cohort. (Marketing spend may be subject to NCTL sign-off.)
- quality-assuring, monitoring and evaluating the Programme.
- responding flexibly to any relevant policy developments during the lifetime of the Programme.
- delivering the Programme across a range of settings and locations, including in areas of disadvantage.
- delivering the Programme across a range of schools and locations which are representative of the recruitment challenges across the school system as a whole.
- proactively encouraging and promoting participation from a broad base of schools/students to ensure the Programme reaches areas of greatest need, such as schools in areas of disadvantage or which particularly struggle to recruit maths and physics teachers.
- ensuring that partnership working is effective, as this is fundamental to the successful development, delivery and viability of the Programme.
- attending monthly contract management meetings, and supplying management information on the Programme to NCTL (frequency to be agreed).

2. Pre-entry requirements

Engaging with A level candidates

The successful bidder(s) should:

- target high-quality A level students in sufficient time for them to consider this route when they make their degree choices via UCAS in January each year. This should include engagement with information, advice and guidance (IAG) services.
- devise a robust strategy for assessing and selecting high-quality A level students who demonstrate both a commitment to and early potential for teaching.
- create eligibility criteria to the Programme in collaboration with NCTL which will clarify eligible A level standards, which accredited degree courses are suitable for study.
- create and implement a code of conduct for candidates on the Programme.
- develop an outline of the grant offering.
- deliver a recruitment campaign targeted primarily at sixth-formers (also considering others with the relevant qualifications) to extol the virtues of teaching generally.
- devise their marketing and engagement strategies to build on the wider benefits of teaching as well as the specific benefits of this Programme.

Identifying and attracting applicants

The successful bidder(s) should:

- develop a consistent, transparent, fair and open recruitment process and marketing strategy.
 - develop an approach for collecting and pursuing expressions of interest from potential candidates and schools /colleges.
 - ensure a rigorous process for identifying the potential of applicants to become outstanding teachers, and encouraging them to apply for the Programme.
- report on progress in attracting applicants through monthly contract meetings.

The evaluation criterion which applies to this section is:

8.01 Please provide details of how you will deliver a recruitment and selection process for the A level grants programme (Word Limit 2,000 words)

Understanding maths and physics²¹ candidates' skills and needs

The successful bidder(s) should have a detailed understanding of both the skills and expertise that maths and physics students can bring with them to the Programme. This should include an understanding of any specific needs and challenges associated with making a transition to a life in the classroom, and particularly on an employment-based route. This insight should help the successful bidder(s) to shape the additional training in the undergraduate phase.

3. Financial grants/candidate grants and administering the Programme

Candidates will receive the financial grant whilst studying for their undergraduate maths or physics degree, as the funding will be most valuable to the participants whilst they are at university. This will be a unique selling point of the Programme, as no other major route offers this kind of funding to undergraduates.

The successful bidder should ensure that there are simple and clear governance controls for the management and distribution of funds, including those transferred to schools.

Funding will be conditional; candidates must do an approved maths- or physics- related degree and go on to teach maths or physics for three years in order to receive/retain all of the funding. NCTL will fund the grants to candidates in full and this funding will be managed by the bidder(s). The grant equates to £15,000 per candidate in total and which will be paid in instalments of £5,000 per year for a 3-year undergraduate degree. Note that the total funding remains the same for a candidate should they opt for a 4-year course (i.e. a maximum of £15,000 in total per candidate). Candidates may take a year out to study for a master's, but they would not receive any grant during this year. The

²¹ 'Maths and physics students' is used throughout for ease, although it is acknowledged that this may include undergraduate students from maths- and physics-related degrees.

bidder(s) will be responsible for the disbursement of NCTL funding to candidates, including managing potential claw back for trainees who leave the programme before completion. The successful bidder will not be financially liable in the event of funds having to be clawed back from candidates.

The successful bidder(s) should:

- develop clear guidance and agreements regarding the conditions around funding, principles of claw back and any potential tax implications for candidates.
- be responsible for ensuring candidates sign the funding deed²² documentation and manage the secure return to NCTL. The candidate's promise to work as a teacher in the future and NCTL's guarantee of a place on employment-based teacher training will be made legally binding by a funding deed which would allow NCTL to reclaim the grant should the candidate not go on to teach. The deed will be between the candidate and NCTL.
- develop systems to ensure robust assurance around the payment of the grants and to adopt best practice in line with government policy.
- develop approaches to and systems for managing candidate deferrals.
- report on progress in managing candidate grants through monthly contract meetings.

4. Additional training in the undergraduate phase

This represents an opportunity for the bidder(s) to demonstrate an innovative approach to building additional personalised training which engages candidates in teaching. It should be based on their understanding of what a maths and physics undergraduate would benefit from in order to undertake employment-based ITT with ease

A significant amount of preparation for teaching and work experience should take place whilst the individual is still at university; potentially this could enable the successful bidder to match them to a school from the start of their degree course. It will also help to keep them engaged in the Programme, committed to teaching and prepare them for their ITT year.

The successful bidder(s) should:

- ensure the additional training also prepares candidates for a smooth transition to life in the classroom.
- empower candidates through the Programme to act as 'Campus Ambassadors', promoting teaching to their peers.
- build a 'cohort effect' through the Programme, where candidates share a common purpose, provide a mutual support and development network and strengthen each other's commitment to teaching.
- use research on lessons learned or use previous experience of delivery in this area in order to access information on how to support undergraduates, and develop a strategy to provide appropriate and continuous support throughout the Programme, including strategies for problem solving and dispute resolution.

5. Partnership

The successful bidder(s) should:

- develop an early relationship between candidates and schools in the undergraduate phase.
- establish and maintain strong working relationships with relevant subject associations, professional bodies and learned societies.
- work collaboratively across other STEM teacher supply programmes²³ to identify potential benefits achievable through working in partnership.

6. The role of schools

The successful bidder(s) will be responsible for:

- matching all candidates to maths and physics roles in secondary schools, taking into account the locations of candidates, travel and accessibility.
- ensuring that, in an introductory period before their undergraduate course begins, participants receive information about the Programme and what activities will be undertaken/what is expected of them.

²² Document 6.

²³ For example, STEM Maths and Physics Chairs Programme

- manage participants' opportunities to visit delivery and/or partner schools, what activities they undertake and how they will arrange their training plans.
- recruiting sufficient numbers of schools in which participant training will take place to meet the candidate number for each cohort. This will require targeting schools with significant experience of delivering school-based ITT, especially teaching schools and networks of schools, (including those in disadvantaged areas and those for whom recruiting maths and physics teachers is a challenge), to encourage creative deployment of participants e.g. across schools. Schools delivering the Programme will be responsible for employing candidates as unqualified teachers during their training. Schools will be identified after the award of the contract/s but the bidder(s) should be able to evidence their strength of partnership working with schools and how they plan to build school involvement in delivering the Programme.
- ensuring that respective roles and responsibilities of the accredited provider and delivery schools are set out in a formal partnership agreement which will also identify how the bidder(s) will hold both these parties to account. The quality of the partnership agreement will be crucial to the success of the partnership, and it should include but not be limited to as a minimum, details of:
 - which elements of the Programme are to be delivered by the provider and which by the school.
 - arrangements for the distribution of funds between the partners, including the cost of the Programme delivery.
 - agreements with the partnership schools providing employment placements.
 - the roles and responsibilities of the school and the ITT provider, particularly with regard to: assessment; quality assurance; subject knowledge training and selection procedures

7. Initial teacher training programme

This programme should broadly follow the example of the School Direct (salaried) ITT model²⁴, and offer bespoke training, taking into account and building specifically on the 3 years of experience successful candidates will have had before beginning ITT.

To strengthen the grant and distinguish the Programme from other routes, candidates are to be offered a guaranteed place on employment-based teacher training after they complete their degree (NB this would be subject to the candidate passing a degree to an agreed standard, satisfying the ITT entry criteria and demonstrating their ability to be a good teacher closer to graduation from university). Candidates who do not meet the agreed standard would be subject to clawback of the grants – as outlined in point 3, financial grants/candidate grants and administering the Programme.

The successful bidder(s) should:

- combine recruitment with the very best of the expertise in the ITT sector.
- clearly comply with the ITT criteria²⁵, balancing the teaching duties candidates are able to take on and the arrangements for qualified teacher status (QTS). These arrangements should be set out in the partnership agreement.
- align the Programme to other teacher training pathways²⁶ e.g. School Direct (salaried) to ensure a consistent and robust approach to achieve the best possible outcomes.
- work in a partnership with schools (including head teachers and/or senior leaders) and ITT providers that demonstrate a proven track record of recruitment and a commitment to the aims of the Programme.

8. Teaching phase

The successful bidder(s) should:

- coordinate a school-led approach to deployment, based on demand from schools whilst also considering the preferences of the candidate.
- create a consistent model for assessment based chiefly on participants' ability to teach, but will also include completion of formal assignments and a range of independent study tasks matched to individual need. The bidder(s) will develop clear and detailed criteria for monitoring performance and assessing teaching and work through a variety of means.

²⁴ <https://getintoteaching.education.gov.uk/explore-my-options/training/school-direct-salaried>

²⁵ www.gov.uk/government/publications/initial-teacher-training-criteria

²⁶ <https://getintoteaching.education.gov.uk/explore-my-options/secondary/training-options>

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- collect and maintain records of candidates' locations and progress through their 2 years of teaching post-ITT.
- manage the clawback of funds from candidates where appropriate.

The evaluation criteria which applies to this section are:

8.02 Please provide details of the delivery of the proposed programme. (Word Limit 2,000 words)

9.02 Please provide details of your previous experience and expertise in delivering similar programmes. (Word Limit 1,000 words)

10.01 Please provide details of your approach to monitoring and assuring the quality of candidates' progress. (Word Limit 500 words)

9. Funding

The detail below is intended to give an indication of the activities; the phasing of funding should be calculated on this basis. Costs may include but not be limited to:

- Design and development of all aspects of the Programme (e.g. developing eligibility and funding guidance, administration of the funding to candidates and potential clawback, engagement to target A level candidates)
- Launch of the Programme
- Assessment, recruitment and selection of each cohort.
- Infrastructure and running costs.
- Design and delivery of additional training for undergraduate phase.
- Design and delivery of the ITT phase.
- Developing and sustaining partnership working (e.g. governance, quality assurance, reviews, evaluations).

Bidders are required to provide details of all costs needed to complete the requirements of this contract, with full justification and explanation of all elements showing how you will provide value for money and adhere to the funding and financial arrangements.

Costings should be stand-alone for this contract only and not rely on interdependencies, shared costs etc. with any other government contract. If the bidder is able to provide discounts linked to other government contracts these should be provided in an additional and separate cost matrix.

All assumptions should be clearly stated in the cost matrix.

Bidders are requested to review and complete the outline cost matrix (Document 4) against each NCTL financial year, which is 1 April to 31 March. An alternative format of the cost matrix is also acceptable, providing all aspects which appear in Document 4 are included. A full explanation and justification of each element of the proposed costings is required to accompany the cost matrix in the same document.

- There is a total maximum of **£16,479,000 inclusive of VAT** (at the current UK rate) of applicable funding available for the Programme. This comprises of two elements:
 - £4,950,000 which will be allocated for candidate grant payments. This is based on 330 candidates who receive a grant of £15,000 per candidate.
 - Programme delivery costs are a maximum of £11,529,000 (**inclusive of VAT if applicable**).
- Below is an indication of the expected maximum levels of funding by area of the programme²⁷.

²⁷ ITT funding figure is based on candidates attracting an amount equivalent to a School Direct (salaried) training and salary grant, with one-third (maximum) being in inner London and two-thirds being national.

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Start-up (one-off) cost: **£100,000**

Costs per candidate

Incentive: **£15,000** over **3** years starting at **University**

Delivery: **£8,000** starting at **University** for **6** years split as

£2,500	£2,000	£2,000	£500	£500	£500
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ITT: **£26,633** paid start **ITT**

Total: **£49,633**

Contract period

NCTL intends to run the Programme for all three cohorts and anticipates that the contract duration will be from 2015 until 2024. However, NCTL reserves the right to terminate the Programme early or reduce the scope of the Programme should funding be withdrawn or changed, or if there is a significant change in government policy relating to the Programme delivery/outputs required as part of this contract.

Salary costs

Following successful completion of their undergraduate degree, candidates recruited onto the Programme will be paid as unqualified teachers by the schools, whilst they train on the job and work towards QTS.

After receiving QTS, they will be employed as newly qualified teachers.

Payments to support a successful delivery structure

During the development phase, payments will be on a monthly/quarterly basis²⁸, in arrears and as milestones are met.

During the implementation/delivery phase, payments will be on a monthly/quarterly⁸ basis in arrears on the completion of milestones and on invoice dates to be agreed with the supplier. This will be managed by NCTL.

Management Information and project evaluation

The successful bidder(s) will be required to provide management information (MI) to meet the needs of NCTL. The schedule of information to be provided will be agreed with the bidder(s) post contract award, but may include but not be limited to:

- Monthly reporting including quarterly financial breakdown of expenditure (including explanations of any variances, projected activity to be delivered in the next quarter and any relevant invoices and receipts for the previous quarter).
- Number of A level students applying to the Programme, starting the Programme, retention and completion rates.
- Candidates' prior qualifications (i.e. A level grades).
- Annual cohort breakdown by degree subject and university.
- Teacher reference numbers (TRNs).
- Relevant equality data.
- Number, phase and location of schools matched to candidates on the Programme (to include Ofsted grade, attainment data, free school meals, teacher reference number).
- Termly report on candidate activity throughout the Programme including development of the campus ambassador role in addition to any ad hoc requests for information in the event of, for example, Freedom of Information requests or Parliamentary Questions.

Project evaluation

In addition to specific management information requirements, the bidder(s) is expected to cooperate fully with any evaluation of the programme that is commissioned by NCTL.

²⁸ The frequency of payments is to be agreed at early contract meeting with successful bidder(s).

Exit planning

In the first year of the contract the successful bidder will be required to develop and submit a detailed exit strategy in line with the draft contract within this Invitation to Bid. This will clearly set out plans to ensure the quality of the service provision of the final cohort and ensure that any data is disposed of in line with NCTL's standards.

The evaluation criterion which applies to this section is:

10.02 Please provide details of your proposed exit strategy (Word limit 500 words).

Capacity to deliver the Programme across a range of locations and areas of disadvantage

- The bidder(s) should have a willingness to engage in creative employment and deployment possibilities for candidates recruited on to the Programme to ensure appropriate reach.

The evaluation criterion which applies to this section is:

9.01 Please provide details of how you will develop robust programme management across your delivery structure and maintain a high-quality programme, including the management of grant funding (Word Limit 1,000 words)

Quantity

Capacity

The successful bidder(s) is expected to recruit three cohorts of candidates during the Programme's lifetime: 110 candidates are to begin a six-year Programme in September 2016 (starting with their undergraduate degree), another 110 candidates to begin in September 2017, and 110 candidates to begin in September 2018 (as outlined in cohort timeline – Document 5).

The model of delivery and funding allows for training and support during the 3 years of the candidates' undergraduate study, and a commitment to three years subsequent teaching, which includes one year in employment-based ITT.

Supernumerary

There is no requirement that candidates' places are supernumerary (i.e. in addition to schools' regular teaching staff numbers) and it is a matter for schools to decide. The Programme will however need to stipulate a balance between teaching duties with training to ensure a high-quality training experience for participants.

As employment-based candidates, candidates recruited onto the Programme will be working and training at the same time. As employees, they have the same rights and responsibilities as any other employed teacher. As candidates, they need support and guidance.

Quality

Quality Assurance

A successful bidder will be responsible for:

- managing and controlling all elements of the delivery of the contract requirements ensuring robust Programme management across the delivery of the Programme, and its structure to secure the best value for money.
- ensuring that there are simple and clear governance controls for the management and distribution of funds, including those transferred to schools.
- maintaining quality assurance processes throughout the delivery of all services provided across all of its partners.
- ensuring that schools and the candidates recruited will be at the centre of the Programme, both in terms of the development and design of the Programme and its delivery to participants on the Programme.
- devising a programme of additional training in the undergraduate phase which will engage the candidate in teaching and develop their early potential as teachers.
- maintaining high-quality, open and transparent recruitment activities, so that those who are eligible will be assessed, interviewed and selected if successful.

Ofsted ratings

The aspiration is that the Programme will be a small, select and highly-prestigious Programme. All partners engaged

in delivering the Programme are expected to be of high quality: Accredited ITT providers: There is an expectation that ITT providers are Ofsted rated 1 (Outstanding) or 2 (Good) for Overall Effectiveness across the phases in which they are training.

Timescales

Delivery within timescales

It is imperative that successful bidders are in a position to develop, recruit to and deliver the Programme, starting with recruitment of cohort 1 to the programme from October 2015 onwards to the key decision point for A level students in January 2016, through to September 2016, when cohort 1 commences their undergraduate study.

Tender timescales

Please refer to the cohort timeline (Document 5) for overall delivery timescales.

Data handling

Please see schedule 10 of Document 2 (Draft contract) for full details of the data handling requirements.

As successful bidders will receive data regarding potential candidates throughout the course of this contract, they must ensure adherence to data security standards (i.e. how and where it will store this data, how it will plan to dispose of it once the contract has expired) as outlined in the attached Terms and Conditions within Document 2 (Draft Contract) – declaration, selection and award criteria, and information to be provided by bidder(s).

Places on the Programme will be subject to the same data management and audit requirements as any other ITT places. The bidder(s) will need to include them in their census returns, Association of Graduate Recruiters, and Audited Accounts²⁹. Relevant training will be provided by NCTL. The bidder(s) will be required to sign up to the Cyber Essentials Programme: Requirements for basic technical protection from cyber-attacks³⁰.

Security of Data

Please submit a security plan that explains how you will ensure that departmental or personal data will be protected, including a risk assessment, within 30 days of contract award.

Bidder(s) are expected to provide a strategy to ensure data will be disposed of in line with all relevant government standards

Attachments

The following attachments should be read in conjunction with this Requirement:

- Document 1 – Bidder declaration
- Document 2 – Draft contact (Inc. Terms and Conditions)
- Document 3 – Security checks
- Document 4 – Cost matrix
- Document 5 – Cohort timeline
- Document 6 – Draft funding deed

These can be downloaded via REDIMO (*my tenders – RFx105 reference – view full notice including documentation*).

²⁹ <https://www.gov.uk/government/collections/initial-teacher-training>

³⁰ <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

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Indicative timeline	
Invitation to Bid published	09.07.2015
Bidder Manchester face-to-face clarification event	14.07.2015
Bidder London face-to-face clarification event	15.07.2015
Deadline for completing all evaluation sections in relation to this requirement	11.00 18.08.2015
Indicative dates for Clarifications – if required (these may be face-to-face, email or by teleconference)	24.08.2015 – 04.09.2015
Notification to bidders of result (via email)	w/c 31.08.2015
Standstill period (dependent upon notification)	04.09.2015 – 15.09.2015
Indicative Contract fine tuning	w/c 14/9/2015 w/c 21/9/2015 w/c 28/9/2015
Indicative Contract start date	September/ October 2015
Contract expiry date	September 2024

Appendix 11 Management Information

The application process for the A level grants programme has yet to be finalised in discussion with the contractor. The below is an indicative list and a specific list should be agreed as early as possible at the start of the programme in collaboration with the contractor, to take into consideration the implications for data collection and storage. NCTL may also request that the contractor collects softer information on motivations and satisfaction to inform continued improvement in delivery.

On occasion, ad-hoc data requests may also be required to fulfil parliamentary questions, Ministerial requests and correspondence.

Data	Purpose
Full name and Date of Birth	Identifies individual, allows link with other datasets.
Ethnicity / gender / disability	Analysis of profile of participants.
Contact details	Important for future follow up research.
Undergraduate degree subject, class	Analysis of profile of applicants / participants. Any un/conditional offers from universities.
A level subjects	Analysis of profile of applicants including actual grades.
UCAS data / or other proposed data	Might include reference or application number, and any course and university data available.
Teacher Reference Number (TRN)	At point where ITT commences as it Identifies individuals on teacher database and School Workforce Census (SWfC). Provides link to information on teacher training, QTS and undergraduate information.
Schools	Number, type, URN, location of schools or partnerships of schools recruited to deliver the ALGP.
Completion of each programme component	Track success of programmes and progress of individuals in to teaching including number of students applying to the programme, starting the programme, successfully completing the programme.

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- Information should be collected on all applicants / those who register interest, not just those that take up the programme.
- The contractor will invoice against the budget profile in Schedule 3 of the Contract with a breakdown against categories in this Schedule including any variances.
- Production of monthly reports for governance meetings (timing as prescribed by NCTL) to include: monthly progress reports, KPI reporting, risks and issues, explanations of any invoicing variances, challenges for next period and to cover return on marketing investment, website analytics.
- Tracking grant funding including disbursement of grant, potential withdrawal and clawback where applicable.
- Any other relevant information including personal/supporting statements.

Collections that include personal data will need to be transferred and stored securely to comply with data protection. Participants must be informed that their data will be shared and that they may be contacted for evaluation purposes, but are under no obligation to take part, through privacy notices.

